

LOS ANGELES COUNTY JAIL PLAN

Independent Review and Comprehensive Report

Final Report – July 5, 2013
APPENDIX VOLUME 2



**APPENDIX E
-LETTER-
COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE,
APPROVE COMMUNITY CORRECTIONAL FACILITY
SERVICES AGREEMENT**



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

August 14, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SHERIFF'S DEPARTMENT:
JAIL WORK PLAN
APPROVE COMMUNITY CORRECTIONAL FACILITY SERVICES AGREEMENT
WITH CITY OF TAFT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of this action will authorize a Community Correctional Facility Services Agreement with the City of Taft to house County inmates within the Taft Community Correctional Facility, which is a component of the Jail Work Plan that offers housing relief for County jail facilities.

JOINT RECOMMENDATION WITH THE SHERIFF THAT THE BOARD:

1. Approve and delegate authority to the Chief Executive Officer to execute the Community Correctional Facility Services Agreement with the City of Taft, commencing upon execution by both parties and terminating on July 31, 2017, to house a minimum of 512 County inmates with long-term sentences within the Taft Community Correctional Facility managed and operated by the City of Taft, with a Maximum Contract Sum for the entire term of the Agreement not to exceed \$75,000,000.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only*

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GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Delegate authority to the Sheriff to execute amendments to the Community Correctional Facility Services Agreement to: 1) modify business processes, operational requirements, or other services, which do not increase the facility per-diem rate and/or the Maximum Annual Contract Sum; and 2) decrease the facility per-diem rate for which the same services are provided.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will authorize a Community Correctional Facility Services Agreement (Agreement) with the City of Taft (Taft) to house County inmates within the Taft Community Correctional Facility, which is a component of the Jail Work Plan that offers housing relief for County jail facilities.

Background

Effective October 1, 2011, the Public Safety Realignment Act of 2011 (AB 109) transferred responsibility for the custody, parole supervision, treatment/support services, and revocation of individuals whose last conviction was a non-serious, non-violent, and non-sex offense (N3) from the State to the counties.

On June 6, 2012, the Chief Executive Officer and the Sheriff presented a Jail Work Plan to review and evaluate inmate management programs and to ensure future capital plans for the County's jail facilities to appropriately accommodate projected inmate classifications, including the addition of inmates sentenced under AB 109. Currently, the Sheriff's custody system has an operating capacity of approximately 21,000 jail beds, which are occupied by a population mix of pre-trial, post-conviction/pre-sentence, and, to a very limited degree, short-term (less than 12 months) sentenced inmates.

With the passage of AB 109, inmates convicted of a N3 will now serve their sentences within the County's jail system instead of being transferred to State prisons. Based on projections using monthly inmate intake and release data, approximately 7,000 N3 inmates will be housed in our jails by Spring 2014. This will represent a significant population shift toward sentenced N3 inmates whose jail term is determined by the courts and without a maximum cap. N3 sentences have ranged from an average 24 months to as lengthy as 42 years. Without custody alternatives, our jail system will soon exceed its capacity.

The Jail Work Plan included exploring various alternative custody models that could potentially offer housing relief for County jail facilities. Upon the conclusion of initial research, it was determined the use of Community Correctional Facilities (CCFs) was a viable option to provide housing for the N3 inmates with the longest sentences. The

Sheriff's Department has since entered into discussions with several cities that operate CCFs.

The Sheriff's Department has completed negotiations with Taft to transfer County N3 inmates to their CCF. The Board's approval of the recommended agreement with Taft will provide housing relief for 512 jail beds at a cost that is significantly less than housing within the County's system.

Taft Community Correctional Facility

Taft is located in Kern County, just southwest of Bakersfield. It is approximately 80 miles from the Pitchess Detention Center in Castaic. The Taft facility is a CCF created pursuant to California Penal Code Section 6250 et seq., which originally housed inmates committed to the California Department of Corrections and Rehabilitation (CDCR). The Taft CCF was officially closed in 2011 due to CDCR's termination of its lease for inmate housing.

The Taft CCF is a Type III Adult Detention Facility (operated specifically for convicted and sentenced adults) that provides dormitory style housing for approximately 512 male inmates. Each dorm consists of approximately 64 beds, showers/restrooms, and large open day rooms.

The Taft CCF has agreed to adopt the Sheriff's philosophy on Education Based Incarceration (EBI) and will ensure all programs fit this model. Taft will provide General Education Degree (GED) classes, vocational programs, religious services, and life-skills classes pursuant to the Agreement.

Agreement Terms and Conditions

The term of this Agreement commences upon execution by both parties and expires on July 31, 2017. The Agreement may be terminated by either party with a 90 days advance written notice.

Under this Agreement, the Sheriff's Department shall transport N3 inmates who have been convicted and sentenced to long-terms under AB 109 Guidelines to the CCF. Taft will then assume custody and control of the N3 inmates for the full term of their sentence until they are transferred back to the County system. Taft will provide housing, sustenance, education, inmate programs, and other services such as routine medical and dental care. Taft CCF will only house County inmates during the term of the Agreement. Additionally, Taft CCF has agreed to notify the Sheriff's Department of any inmate's increase in medical care needs, including emergent care. Inmates will be

transferred back to the County prior to release. No inmates will be released directly from the Taft CCF.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action meets the County's Strategic Plan Goals of Operational Effectiveness (Goal 1) and Fiscal Sustainability (Goal 2) by creating more available beds to house the additional N3 inmate population outside of the County's jail system.

FISCAL IMPACT / FINANCING

During Fiscal Year 2012-2013, the State will be providing counties with funding to support AB 109 programs for the custody, supervision, and rehabilitation of the realigned populations. The Sheriff's Department will utilize its local allocation of the AB 109 funds to support the Agreement with Taft. Should State funding be reduced, the Sheriff will re-evaluate all AB 109 programs, including this Agreement with Taft. The following factors, among others, will be considered before terminating this Agreement:

- The total jail population and bed space needed at the time of reduction.
- Whether the reduction occurs prior to or after fully funding the Unemployment Insurance Reserve, described below.

The following table provides a jail bed cost comparison between the CCF and County for 512 inmates:

	Taft CCF	County Jail
Start-up daily bed rate	\$61.00 (260 beds)	NA
Daily bed rate	\$60.55 (512 beds)	\$112.84 (512 beds)
Daily operating cost	\$31,000	\$57,800
Annual operating cost	\$11,315,000	\$21,097,000
Five-year operating cost	\$56,575,000	\$105,485,000
Maximum Contract amount	\$75,000,000	

Start-up Cost & Period

The County will pay Taft a one-time payment for startup costs in the amount of \$475,800 upon execution of the Agreement. During the first two months of the Agreement or until a mutually agreed upon point in time, Taft will provide an initial 260 beds in exchange for a flat facility per-diem rate of \$15,860 per day (calculated at \$61.00 per inmate).

Full-Capacity Operating Cost

Once the CCF is fully operational, the cost will be adjusted and the County will be charged a flat facility per-diem rate of \$31,000 per day (calculated at \$60.55 per inmate) for all 512 jail beds. Comparatively, the County's Auditor-Controller has set the cost of a County inmate to be housed within the County's jail system at \$112.84 per day. Should the CCF's operational capacity fall below 512 beds, due to maintenance, emergency or other reason, the County will continue to be charged the daily bed rate of \$60.55 for each remaining inmate in the CCF.

In the event of an inmate requiring immediate non-routine, specialized, or emergent medical care, Taft will transport the inmate to the emergency room/hospital and provide security at an hourly rate of \$49.13. The actual costs of the inmate's emergency room/hospital medical services will be billed directly to the Sheriff's Department, as is current protocol with local hospitals, and is a cost separate and apart from this Agreement. These emergency room/hospital costs are anticipated to be comparable to those of inmates requiring hospitalization within the County's system.

The CCF's operating cost and any transportation and security cost provided during a medical emergency/hospitalization, shall not exceed the Maximum Annual Contract Sum of \$15,000,000 and the Maximum Contract Sum shall not exceed \$75,000,000.

Built-in Costs: Unemployment Reserve and State Debt Service Payments

The daily facility per-diem rate of \$31,000 contains two built-in costs that, upon fulfillment, will provide the County with the opportunity to reduce ongoing costs. These built-in costs pertain to unemployment insurance and State debt service payments.

Unemployment Reserve

A portion of the County's cost includes a monthly contribution that will be deposited into an Unemployment Insurance Reserve (UI Reserve) for Taft CCF employees. The purpose of this reserve is to fund unemployment insurance payments to CCF employees in the unlikely event the County terminates the Agreement (as occurred unexpectedly with the State last year). The County's contribution to the UI Reserve shall cease after the first 36 months; whereupon, it will be considered fully funded at \$1,002,000 and the facility per-diem rate shall be reduced downward accordingly. Taft shall provide an annual accounting of each year-end balance of the UI Reserve.

Taft may only access the UI Reserve unless the Agreement is terminated and for the sole purpose of making unemployment insurance payments to terminated CCF employees. In the event the County terminates the Agreement:

- Within the first 36 months of the Agreement, then County has an obligation to fully fund the UI reserve.
- After the initial 36 months and Taft enters into a separate agreement with a successor agency for use of the CCF within 24 months following the County's termination; Taft shall refund the County for any unexpended amounts on deposit in the UI Reserve at the time such successor agreement is executed.

In the event Taft is responsible for terminating the Agreement for convenience, then the County will be refunded all contributions within the UI Reserve.

State Debt Service Payments

The State of California issued lease revenue bonds in 1997 for the Taft Community Correctional Facility Acquisition Project (CCF Bonds). Under the conditions set forth in the bond issue, Taft is liable for debt service payments. The CCF Bonds will be paid in full in 2017. These debt service payments were built into the inmate housing lease with CDCR. Since CDCR's lease termination in 2011, this payment obligation has been met by the State; however, should the State cease payment, the debt service obligation will fall solely on Taft.

Taft shall make a "good-faith" effort, and take all reasonable actions, to pursue reimbursement from the State of California for damages and liabilities incurred by Taft due to the State's termination of its lease of the Taft CCF.

The facility per-diem rate includes an amount equal to the annual debt service payment due on the CCF Bonds. At the point in time that the CCF Bonds are paid in full or otherwise no longer the responsibility of Taft, then the facility per-diem rate shall be reduced downward accordingly.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Penal Code Section 4115.55 authorizes the Board of Supervisors to enter into a contract with other public agencies to provide housing for inmates sentenced to County jail in CCFs created pursuant the California Penal Code section 6250 et seq. As originally chaptered, California Penal Code Section 4115.55 had a sunset date and was

to remain in effect only until January 1, 2015; however, on June 27, 2012, California Penal Code Section 4115.55 was amended, which removed the sunset date.

The Agreement contains the County standard provisions. However, it does contain the following exceptions:

1. Since Taft is located in Kern County, the Safely Surrendered Baby Law provision has been omitted;
2. Taft will comply with its own jury service program;
3. The Agreement provides for mutual indemnification by the parties; and
4. Taft is self-insured and will meet its insurance obligations under the Agreement through its membership in the Central San Joaquin Valley Risk Management Authority, a Joint Powers Authority.

The attached Agreement has been reviewed by Chief Executive Office, Office of Risk Management and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The CCF will expand the County's jail system to accommodate the population increase attributable to sentenced N3s. There will be no negative impact on current County services as a result of this Agreement.

The Honorable Board of Supervisors
August 14, 2012
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CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Public Safety Budget and Capital Projects/Debt Management; and the Sheriff's Department, Administrative Services Division.

Sincerely,



WILLIAM T FUJIOKA
Chief Executive Officer



LEROY D. BACA
Sheriff

Attachment

WTF:LDB:RLR
DJT:DKM:TJ:cvb

c: Executive Office, Board of Supervisors
County Counsel



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF TAFT
FOR
COMMUNITY CORRECTIONAL FACILITY SERVICES

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**AGREEMENT
FOR
COMMUNITY CORRECTIONAL FACILITY SERVICES**

This Agreement for Community Correctional Facility Services ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the County of Los Angeles ("County") and the City of Taft ("Contractor"), effective upon execution by both parties.

RECITALS

WHEREAS, as a result of the Public Safety Realignment of 2011, the County seeks housing, sustenance, supervision, education, inmate programs, and other services and accommodations for certain inmates sentenced to County jail in community correctional facilities created pursuant to California Penal Code section 6250 et seq.; and

WHEREAS, Contractor is a public agency which operates a community correctional facility and provides related services to inmates; and

WHEREAS, the Taft Community Correctional Facility ("CCF") is located at 330 Commerce Way, Taft, California; and

WHEREAS, Contractor previously provided the CCF and related services to selected inmates under the jurisdiction of the Director of the California Department of Corrections; and

WHEREAS, this Agreement is authorized pursuant to California Penal Code section 4115.55.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereby agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 AGREEMENT

This base document, along with Exhibits A through D, attached hereto, and any fully executed Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 INTERPRETATION

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits, according to the following priority:

1.2.1 EXHIBIT A - Statement of Work

1.2.2 EXHIBIT B - Price Schedule

1.2.3 EXHIBIT C - Minimum Staffing Plan

1.2.4 EXHIBIT D - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

1.3 CONSTRUCTION

The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for reference and convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

The following capitalized words and terms as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 "Amendment" has the meaning set forth in Paragraph 8.1, Amendments, of this Agreement.

- 2.2 "Board" means the Los Angeles County Board of Supervisors.
- 2.3 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.4 "CCF" means the Taft Community Correctional Facility, which is located at 330 Commerce Way, Taft, California 93268.
- 2.5 "Contractor Project Director" has the meaning set forth in Paragraph 4.1, Contractor Project Director, of this Agreement.
- 2.6 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2, Contractor Project Manager, of this Agreement.
- 2.7 "Contractor" has the meaning set forth in the preamble.
- 2.8 "Correctional Officer" means any individual employed by Contractor pursuant to California Penal Code section 830.55 and who was hired and has received training in accordance with California Penal Code section 832 and/or 6035, as applicable.
- 2.9 "County" has the meaning set forth in the preamble.
- 2.10 "County Project Director" has the meaning set forth in Paragraph 3.1, County Project Director, of this Agreement.
- 2.11 "County Project Manager" has the meaning set forth in Paragraph 3.2, County Project Manager, of this Agreement.
- 2.12 "CSA" means the Corrections Standards Authority of the State of California.
- 2.13 "Department" means the Los Angeles County Sheriff's Department.
- 2.14 "Fiscal Year" means the twelve (12) month period beginning July 1 and ending the following June 30.
- 2.15 "Maximum Annual Contract Sum" means the maximum amount payable by the County to the Contractor in any contract year for providing the required Work under this Agreement, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, and more specifically means the not-to-exceed amount set forth in Paragraph 5.0, Contract Sum and Rates, of this Agreement. Notwithstanding, the Maximum Annual Contract Sum does not include Non-Routine Medical Care Costs which are payable by County directly to the medical or dental provider.

- 2.16 "Maximum Contract Sum" means the maximum amount payable by the County to the Contractor for providing the required Work during the term of this Agreement, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, and more specifically means the not-to-exceed amount set forth in Paragraph 5.0, Contract Sum and Rates, of this Agreement. Notwithstanding, the Maximum Annual Contract Sum does not include Non-Routine Medical Care Costs, which are payable by County directly to the medical or dental provider.
- 2.17 "Non-Routine Medical Care" means treatment for any medical or dental condition which requires hospitalization, emergency response, or specialization that cannot be performed or provided by the CCF physician or licensed nurses on-site and which is not otherwise provided by Contractor's off-site medical and dental providers pursuant to the medical and dental plan agreements between Contractor and its contracted medical and dental provider(s). Examples of Non-Routine Medical Care include surgery, neurological care, trauma, cardiac care, burns, rape/sodomy cases, cancer treatment, "active" HIV/AIDS, and any care that requires emergency or ambulance services.
- 2.18 "Non-Routine Medical Care Costs" means actual expenses incurred in the provision of Non-Routine Medical Care provided to inmates by medical and dental providers located within the vicinity of CCF, as well as emergency transportation by ambulance to such medical and dental providers. Such costs will be paid directly by the County to the local medical and dental providers in accordance with Paragraph 5.4, Payments for Non-Routine Medical Care, of this Agreement.
- 2.19 "Non-Routine Medical Custodial Costs" means expenses incurred by Contractor in the provision of security and transportation of inmates approved by County for Non-Routine Medical Care, including salaries and overtime salaries/benefits for Contractor custodial staff when an inmate is hospitalized, as further set forth in Paragraph 5.4, Payments for Non-Routine Medical Care, of this Agreement.
- 2.20 "Routine Medical Care" means treatment for any medical and dental condition which is provided to inmates by contracted physicians, dentists, and nurses to inmates either on-site at the CCF or off-site pursuant to the medical and dental plan agreements between Contractor and its contracted medical and dental provider(s). Routine Medical Care includes treatment at the local "Urgent Care" facility operated by Contractor's contracted medical provider, as well as transportation and custodial staff salaries/overtime salaries and benefits associated with treatment at the "Urgent Care" facility.
- 2.21 "Sheriff" means the Sheriff of the County of Los Angeles.

- 2.22 "Special Custodial Costs" means expenses incurred by Contractor in the provision of transportation of inmates and salaries and overtime salaries and benefits incurred by Contractor when an inmate is transported by Contractor to a destination previously approved by the County.
- 2.23 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit A, Statement of Work, to this Agreement, as the same may be amended by any fully executed Amendment.
- 2.24 "STC" means the State of California, Corrections Standards Authority, Standards and Training for Corrections Program.
- 2.25 "Title 15" means Title 15 of the California Code of Regulations.
- 2.26 "Title 24" means Title 24 of the California Code of Regulations.
- 2.27 "Type III Adult Detention Facility" means a local detention facility used for the detention of convicted and sentenced adults.
- 2.28 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, including Exhibit A, Statement of Work, and all other Exhibits to this Agreement, and any and all fully executed Amendments hereto.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth herein, including Exhibit A, Statement of Work, of this Agreement.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence upon execution by both parties and shall terminate July 31, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The term of this Agreement may be extended upon the mutual consent of the parties. All such extensions shall be in the form of a written Amendment, executed by the County Board of Supervisors and Contractor, in accordance with Paragraph 8.1.1 of this Agreement.

- 4.3 The parties shall meet and confer at least one hundred and eighty (180) calendar days prior to the expiration of this Agreement to discuss the possible renewal or extension of this Agreement. Absent the mutual consent of the parties and a written Amendment extending the term of this Agreement in accordance with Paragraph 4.2 above, this Agreement shall expire at the conclusion of the then-existing term.
- 4.4 This Agreement shall terminate immediately if this Agreement is deemed to be unlawful or in the event that the authority for this Agreement pursuant to California Penal Code section 4115.55 is revoked by legislative action.
- 4.5 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.6 In the event of termination by either party or upon expiration of this Agreement, the Contractor and the County shall fully cooperate in the transition and relocation of inmates to a new correctional facility.

5.0 CONTRACT SUM AND RATES

5.1 Maximum Annual Contract Sum and Maximum Contract Sum

- 5.1.1 The Maximum Annual Contract Sum, exclusive of Non-Routine Medical Care Costs, shall not exceed \$15,000,000.
- 5.1.2 The Maximum Contract Sum, exclusive of Non-Routine Medical Care Costs, for the term of this Agreement shall not exceed \$75,000,000.

5.2 Facility Per-Diem Rate

- 5.2.1 The Contractor shall be paid for all services performed based upon the facility per-diem rate set forth in Exhibit B, Price Schedule, of this Agreement. The facility per-diem rate shall cover all inmate housing, sustenance, supervision, education, programs, Routine Medical Care, and other services and accommodations as required by this Agreement and otherwise by law. In exchange for the facility per-diem rate, the Contractor shall provide a minimum of 512 inmate beds per day. The facility per-diem rate does not include Non-Routine Medical Care Costs, Non-Routine Medical Custodial Costs, or Special Custodial Costs.

- 5.2.1.1 If, due to maintenance, emergency repairs, or any other occurrence, the bed space made available by

Contractor falls below the minimum 512 beds, then an inmate per-diem rate shall be calculated as follows:
 $\$31,000 \text{ daily facility per diem rate} / 512 \text{ beds} = \$60.55 \text{ per day per available bed.}$

- 5.2.2 The County shall begin to incur daily facility per-diem charges pursuant to this Paragraph 5.2, Facility Per-Diem Rate, upon the delivery of the first inmate to the CCF. If this Agreement is executed and effective prior to the County's transportation and delivery of inmates to the CCF, the County shall incur no charges during that time period and prior to the inmate's arrival at the CCF.
- 5.2.3 The facility per-diem rate set forth on Exhibit B, Price Schedule, of this Agreement shall be firm and fixed for the first two (2) years of the Agreement. Thereafter, the County and the Contractor agree to discuss a possible rate increase or decrease in the facility per-diem rate. Any modification which increases the facility per-diem rate shall be in the form of a written Amendment, executed by the County Board of Supervisors and the Contractor, in accordance with Paragraph 8.1.1 of this Agreement.
- 5.2.4 Notwithstanding other provisions in Paragraph 5.2, Facility Per-Diem Rate, of this Agreement, during the first two months of the Agreement or until a mutually agreed upon point in time, the Contractor shall be paid a facility per-diem rate of \$15,860 in exchange for 260 inmate beds per day. This operation of the CCF at partial capacity allows the parties a reasonable period of time to establish workable policies, procedures, and practices for the effective administration of the CCF. At the agreed upon point in time when the facility is fully operational with full CCF staffing and the ability to provide 512 inmate beds, then such facility per diem shall increase to the regular facility per-diem rate contemplated in Paragraph 5.2.1 above and set forth on Exhibit B, Price Schedule, of this Agreement.

5.3 Unemployment Insurance Reserve

- 5.3.1 The facility per diem rate and the inmate per diem rate referenced in Paragraph 5.2, Facility Per Diem Rate, above include contributions to an Unemployment Insurance Reserve ("UI Reserve") for the Contractor's employees working at the CCF. The UI Reserve is established for the sole and exclusive purpose of the Contractor making unemployment insurance payments to CCF employees who are terminated as the direct result of termination of this Agreement.

- 5.3.2 The County shall make contributions to the UI Reserve only for the first thirty-six (36) months of this Agreement. The UI Reserve contributions equal \$334,000 per year or \$1,002,000 for the first thirty (36) months of this Agreement. Total contributions to the UI Reserve shall not exceed \$1,002,000, whereupon it shall be considered fully funded.
- 5.3.3 After thirty-six (36) months of UI Reserve contributions have been made by the County, then the County shall no longer be liable to the Contractor for any UI Reserve contribution and the facility per diem rate and inmate per diem rate shall be reduced accordingly by way of written Amendment to this Agreement in accordance with Paragraph 8.1.4 below.
- 5.3.4 If the County should terminate this Agreement pursuant to Paragraph 8.37, Termination for Convenience, of this Agreement, within the first thirty-six (36) months of the term of this Agreement, then the County shall be required to fully fund the UI Reserve within ninety (90) calendar days after the notice of termination is sent or upon the date of actual termination of this Agreement, whichever is later. The Contractor shall only then be authorized to access funds from the UI Reserve to make unemployment insurance payments to affected CCF employees.
- 5.3.5 If the Contractor should terminate this Agreement pursuant to Paragraph 8.37, Termination for Convenience, of this Agreement, then the County shall not pay, and the Contractor shall not be entitled to, any contributions to the UI Reserve. All contributions shall be refunded to the County within thirty (30) calendar days of the last date that the Contractor provided service to the County.
- 5.3.6 If this Agreement terminates early pursuant to Paragraph 4.4 of this Agreement, then the County shall not pay, and the Contractor shall not be entitled to, any contributions to the UI Reserve. All contributions made to the UI Reserve shall be refunded to the County within thirty (30) calendar days of the last date the Contractor provided service to the County.
- 5.3.7 If the County terminates this Agreement pursuant to Paragraph 8.36, Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program, Paragraph 8.38, Termination for Default, Paragraph 8.39, Termination for Improper Consideration, Paragraph 8.40, Termination for Insolvency, Paragraph 8.41, Termination for Non-Adherence of County Lobbyist Ordinance, or Paragraph 8.46, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, of this Agreement, then the County shall

not pay, and the Contractor shall not be entitled to, any contributions to the UI Reserve. All contributions made to the UI Reserve shall be refunded to the County within thirty (30) calendar days of the last date the Contractor provided service to the County.

5.3.8 The Contractor shall provide the County with a written accounting of the contributions made to the UI Reserve and the amount on deposit in the UI Reserve as of June 30 of each year within ninety (90) calendar days following the end of each fiscal year.

5.3.9 In the event that the County exercises its option to terminate this Agreement after the first thirty-six (36) months of the Agreement and the Contractor enters into a separate contract with a successor agency for use of the CCF within twenty-four (24) months following the County's termination of this Agreement, then the Contractor shall refund the County for any unexpended amounts on deposit in the UI Reserve at the time such successor contract is executed. Should no successor contract be executed after twenty-four (24) months, then the County shall release all interest in the remaining UI Reserve balance.

5.4 State Debt Service Payments

5.4.1 The facility per diem rate and the inmate per bed rate referenced in Paragraph 5.2, Facility Per Diem Rate, above includes full contribution for the annual debt service payment due on the 1997 Taft Community Correctional Facility Acquisition Project bond issue ("CCF Bonds").

5.4.2 The Contractor shall make a "good-faith" effort, and take all reasonable actions, to pursue reimbursement from the State of California for damages and liabilities incurred by the Contractor due to the State's termination of its lease of the CCF. Such liabilities include debt service payments due on the CCF Bonds.

5.4.3 In the event that the State makes the debt service payments due on the CCF Bonds, the Contractor shall credit the County for said payments made to the Contractor for such debt service payments, dollar for dollar, in the subsequent monthly invoice(s) to the County.

5.4.4 At the point in time that the CCF Bonds are paid in full or it is determined that such debt service payment liability belongs to the State, the County shall no longer be liable to the Contractor for any debt service payment contribution, and the facility per diem rate and inmate per diem rate shall be reduced accordingly by way of written Amendment to this Agreement in accordance with Paragraph 8.1.4 below.

5.5 One-Time Payment of Start-Up Costs

Upon execution of this Agreement by both parties, the County shall pay to the Contractor a one-time payment for Contractor start-up costs in a sum of \$475,800. Contractor shall prepare and submit an invoice to the County Project Manager prior to payment by the County.

5.6 Payments for Non-Routine Medical Care

5.6.1 The costs associated with Non-Routine Medical Care shall be the responsibility of the County as set forth herein.

5.6.2 The County shall pay the Non-Routine Medical Care Costs, which include the actual medical expenses incurred in the provision of Non-Routine Medical Care to inmates by medical and dental providers located within the vicinity of CCF, as well as emergency transportation by ambulance to such medical and dental providers. Such costs shall be paid directly by the County to the local medical and dental providers. The Contractor shall assist, as necessary, in the facilitation of billing and payments between the County and the local medical and dental providers.

5.6.3 The County shall reimburse the Contractor for Non-Routine Medical Custodial Costs, which include transportation and salaries/overtime salaries and benefits for Contractor custodial staff when an inmate requires hospitalization or other off-site Non-Routine Medical Care. The Contractor shall be reimbursed a flat hourly rate, inclusive of transportation and custodial staff salary/benefits, not to exceed the amount set forth on Exhibit B, Price Schedule, of this Agreement.

5.6.4 Prior to the Contractor seeking non-emergency, non-life-threatening Non-Routine Medical Care for an inmate, the Contractor must seek pre-approval for such Non-Routine Medical Care from the Sheriff's Department Medical Services Bureau Command Post at 213-893-5544 or such expenses shall not be reimbursable or paid by the County; otherwise, the County shall not reimburse the Contractor for any Non-Routine Medical Custodial Costs and the Contractor shall be solely responsible for any billings resulting from the Non-Routine Medical Care provided to the inmate.

5.6.5 In emergency, life-threatening situations, Non-Routine Medical Care shall hereby be deemed pre-approved by the County. However, the Contractor shall provide notice to County as soon as reasonably practicable, but not later than four (4) hours after the occurrence of the inmate's condition which gave rise to the need for hospitalization or emergency care.

5.7 Special Custodial Costs

5.7.1 The County shall reimburse the Contractor for Special Custodial Costs, which include transportation and salaries/overtime salaries and benefits for Contractor custodial staff when the Contractor transports an inmate to a destination previously approved by the County. The Contractor shall be reimbursed a flat hourly rate, inclusive of transportation and custodial staff salary/benefits, not to exceed the amount set forth on Exhibit B, Price Schedule, of this Agreement.

5.7.2 The costs of inmate transportation payable under this Paragraph 5.7 must be pre-approved by the County or such expenses shall not be reimbursable by the County.

5.8 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.9 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director and County Project Director at the addresses set forth in Paragraph 6.0, Administration of Agreement-County, of this Agreement.

5.10 The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.11 Invoices and Payments

5.11.1 All Work performed under this Agreement shall be payable in arrears on a monthly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5.0, Contract Sum and Rates.

5.11.2 The Contractor shall prepare and submit invoices to the County for Work provided under this Agreement. The Contractor's invoices shall be priced at the inmate per-diem rate set forth in Paragraph 5.2, Facility Per-Diem Rate, of this Agreement and shall set forth the total amount claimed. All invoices shall include a roster of inmates, which sets forth the inmate's name, booking number, the number of days for which payment is sought, and the facility per diem rate or inmate per diem rate, as applicable.

5.11.3 Monthly invoices shall also include separate sections for reimbursement claims for Non-Routine Medical Custodial Costs and Special Custodial Costs, if any. The claim shall reflect the hourly rate set forth on Exhibit B, Price Schedule, of this Agreement and the number of custodial staff and hours for service. The Contractor shall attach documentation sufficient to justify reimbursement of such costs. The documentation required shall be mutually agreed upon by the County and the Contractor.

5.11.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.11.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

Los Angeles County Sheriff's Department
Fiscal Administration
Attn: Accounts Payable-3rd Floor
4700 Ramona Boulevard
Monterey Park, California 91754

5.11.6 All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

6.1 COUNTY PROJECT DIRECTOR

6.1.1 The County Project Director shall be the following person:

Chief Alexander Yim
450 Bauchet Street
Los Angeles, California 90012
Phone: 213-893-5017
Fax: 323-415-3983
Email: ARYim@lasd.org

6.1.2 The County Project Director shall be responsible for ensuring that the objectives of this Agreement are met and providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.1.3 The County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.1.4 The County shall notify the Contractor in writing of any change in the name or address of the County Project Director listed above.

6.2 COUNTY PROJECT MANAGER

6.2.1 The County Project Manager shall be the following person:

Commander David Fender
450 Bauchet Street
Los Angeles, California 90012
Phone: 213-893-5888
Fax: 323-415-3311
Email: DLFender@lasd.org

6.2.2 The County Project Manager shall be responsible for meeting with the Contractor Project Manager on a regular basis and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.3 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

- 6.2.4 The County shall notify the Contractor in writing of any change in the name or address of the County Project Manager listed above.
- 6.2.5 The County Project Manager, at his discretion, may designate in writing a person or person(s) which shall serve as the daily direct County contact for various issues relating to this Agreement.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 CONTRACTOR PROJECT DIRECTOR

- 7.1.1 The Contractor Project Director shall be the following person:

Ed Whiting
320 Commerce Way
Taft, California 93268
Phone: 661-763-3101
Fax: 661-763-4726
Email: whitingtpd@bak.rr.com

- 7.1.2 The Contractor Project Director shall be responsible for Contractor's performance of all of Work and ensuring Contractor's compliance with this Agreement.
- 7.1.3 During the term of this Agreement, the Contractor Project Director shall be available to meet and confer with the County Project Director at least weekly, in person or by phone, to review project progress and discuss project coordination.
- 7.1.4 The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Director listed above.

7.2 CONTRACTOR PROJECT MANAGER

- 7.2.1 The Contractor Project Manager shall be the following person:

Laura Dillingham
320 Commerce Way
Taft, California 93268
Phone: 661-763-3101
Fax: 661-763-4726
Email: Dillingham-ccf@bak.rr.com

- 7.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

- 7.2.3 During the term of the Agreement, the Contractor Project Manager shall be available to confer with County by telephone, as necessary.
- 7.2.4 The Contractor shall notify the County in writing of any change in the name or address of Contractor Project Manager listed above.
- 7.2.5 The Contractor Project Manager shall provide the County Project Manager with emergency contact information in the event of an emergency.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which materially affects the scope of Work, term, Price Schedule, Maximum Contract Sum, payments, or any term or condition included under this Agreement, an Amendment to the Agreement shall be executed by the Contractor and the Board.
- 8.1.2 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, an Amendment to the Agreement shall be executed by the Contractor and the Sheriff.
- 8.1.3 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be executed by the Contractor and the Sheriff.
- 8.1.4 Notwithstanding Paragraph 8.1.1 of the Agreement, for (1) any change to the business processes, operational requirements, or other services set forth in Exhibit A, Statement of Work, or elsewhere in this Agreement, which do not increase the facility per-diem rate and/or the Maximum Annual Contract Sum, and (2) any decrease in the facility per-diem rate for which the same services are provided, an Amendment shall be executed by the Contractor and the Sheriff.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be

null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 8.4.1 Each of Contractor's staff performing services under this Agreement, unless currently employed by Contractor in a sworn peace officer status, shall undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the sole expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

- 8.4.2 If a member of the Contractor's proposed staff does not pass the background investigation, the proposed staff member may not be hired by Contractor to perform services under this Agreement. If the County becomes aware of any derogatory information about any Contractor staff member, the derogatory information will be passed on to the Contractor's Internal Affairs officer for an

investigation. The results of the investigation shall be made available to the County at the conclusion of the investigation.

- 8.4.3 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 8.4 shall not relieve the Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.
- 8.4.4 The Contractor shall provide the County with written notice regarding any subcontractor or volunteer who will be working in the CCF or having contact with inmates. Contractor shall be responsible for conducting background investigations, as provided in this Paragraph 8.4, Background and Security Investigations, of this Agreement, for each subcontractor, their employees, and each volunteer who will be working in the CCF or having contact with inmates as a condition for beginning and continuing to perform services within the CCF or in contact with inmates.

8.5 BUDGET REDUCTIONS

- 8.5.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.
- 8.5.2 If in the sole discretion of the Contractor, it is determined that the services provided pursuant to this Agreement cannot be continued effectively within the reduced compensation, the Contractor shall have the right to terminate this Agreement with ninety (90) calendar days advance written notice to the County.
 - 8.5.2.1 If the Contractor terminates this Agreement pursuant to Paragraph 8.5.2 above, Contractor shall be authorized to access funds from the UI Reserve to make unemployment insurance payments to affected CCF employees. Upon the notice of termination by the Contractor, the County shall be immediately

released from its obligation to make any remaining contributions to the UI Reserve or to otherwise fully fund the UI Reserve.

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating, and responding to inmate complaints.

8.6.1 Within ten (10) Business Days after the effective date of this Agreement, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to inmate complaints.

8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) Business Days for County approval.

8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.6.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) Business Days of receiving the complaint.

8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6.7 Copies of all written responses shall be sent to the County Project Manager within thirty (30) Business Days of delivery to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 of the Agreement shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.9 COMPLIANCE WITH THE CONTRACTOR'S JURY SERVICE PROGRAM

Contractor shall comply with the Contractor's own written policies regarding employee jury service, including the City of Taft Human Resources Policies and Procedures Manual, Section 308, Employee Benefits, as such section may be amended from time to time. Compliance with the Kern County and City of Taft jury service policies shall be deemed to be compliance with the Los Angeles County Jury Service Program.

8.10 CONFIDENTIALITY

8.10.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and

local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8.10.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 8.10, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.10 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

8.11 CONFLICT OF INTEREST

8.11.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.11.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts

that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least

five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings

Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

- 8.14.1 The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.
- 8.14.2 The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.15 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.15.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.15.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.16 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile

representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments, of this Agreement and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.17 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.18 FORCE MAJEURE

8.18.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.18.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.18.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if

applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.20 INDEPENDENT CONTRACTOR STATUS

8.20.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.20.4 The Contractor shall adhere to the provisions stated in Paragraph 8.10, Confidentiality, of this Agreement.

8.21 INDEMNIFICATION

8.21.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability,

including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.21.2 The County shall indemnify, defend and hold harmless the Contractor, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

8.22 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.22 and 8.23 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.22.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor

identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Attn: Commander David Fender
450 Bauchet Street
Los Angeles, California 90012

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.22.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the

County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.22.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.22.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.22.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.22.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.22.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.22.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.22.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.22.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.22.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.22.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program. The County acknowledges that Contractor is a public entity member of a liability risk sharing pool called the Central San Joaquin Valley Risk Management Authority (RMA), a Joint Powers Authority formed pursuant to California Government Code Section 6500 et seq. The County agrees that self-insurance with the RMA satisfies all insurance requirements within this Agreement.

8.22.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.23 INSURANCE COVERAGE

8.23.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

8.23.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to

this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.23.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.23.4 **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$5 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.23.5 **Law Enforcement Professional Liability** insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$2 million per claim and \$5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.23.6 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$2 million per claim and \$5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.23.7 **Employment Practices Liability** insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$2 million per claim and \$5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.24 LIQUIDATED DAMAGES

8.24.1 If, in the judgment of the Department, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department, in a written notice describing the reasons for said action. However, prior to the initiation of any action intended to withhold funds pursuant to this Paragraph, the County Project Manager and the Contractor Project Manager shall meet and confer regarding any non-compliance issues. Only upon the determination by the County that the non-compliance cannot or will not be corrected may the provisions of this Paragraph be invoked.

8.24.2 If the Department determines that there are deficiencies in the performance of this Agreement that the Department deems are correctable by the Contractor over a certain time span, the Department will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) Business Days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.24.3 The action noted in Paragraph 8.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.24.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Paragraph 8.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.25.2 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.25.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.25.4 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.25.5 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.25 when so requested by the County.

- 8.25.6 If the County finds that any provisions of this Paragraph 8.25 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.25.7 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.26 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor for the County's purchase of community correctional facility services. This Agreement shall not restrict the County or the Department from acquiring similar, equal, and/or like services from other entities or sources.

8.27 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.28 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Sheriff and the Taft City Manager shall resolve it.

8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.30 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the County Project Director or Contractor Project Director, as the case may be, at the addresses set forth in Paragraph 6.0, Administration of Agreement – County, and Paragraph 7.0, Administration of Agreement - Contractor. Addresses may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party. The County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.31 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.32 PUBLIC RECORDS ACT

8.32.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.33, Record Retention and Inspection/Audit Settlement, of this Agreement become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.32.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.33 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

- 8.33.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.33.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.33 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.33.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the

difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.34 RECYCLED BOND PAPER

Consistent with the County Board of Supervisor's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.35 SUBCONTRACTING

8.35.1 The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.35.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.35.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.35.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.35.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.35.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.35.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.35.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the County Project Director before any subcontractor employee may perform any work hereunder.

8.36 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13, Contractor's Warranty of Adherence to County's Child Support Compliance Program, of this Agreement shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 8.38, Termination for Default, of this Agreement and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.37 TERMINATION FOR CONVENIENCE

- 8.37.1 This Agreement may be terminated, in whole or in part, by either the County or the Contractor, from time to time, when such termination is deemed to be in the best interest of the terminating party. Termination of this Agreement shall be effected by notice of termination to the other party specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) calendar days after the notice of termination is sent.

8.37.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.37.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 8.33, Record Retention and Inspection/Audit Settlement, of this Agreement.

8.38 TERMINATION FOR DEFAULT

8.38.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.38.2 If, after the County has given notice of termination under the provisions of this Paragraph 8.38, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.38, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.37, Termination for Convenience, of this Agreement.

- 8.38.3 The rights and remedies of the County provided in this Paragraph 8.38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.39 TERMINATION FOR IMPROPER CONSIDERATION

- 8.39.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.39.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.39.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.40 TERMINATION FOR INSOLVENCY

- 8.40.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.40.2 The rights and remedies of the County provided in this Paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.41 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.42 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.43 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 WARRANTY AGAINST CONTINGENT FEES

8.44.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.44.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from

the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.45 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.45.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.45.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.45, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, of this Agreement shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.47 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit D in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit D, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the

Health Information Technology for Economic and Clinical Health Act (HITECH), of this Agreement.

8.48 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

8.48.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.48.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

8.48.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

**AGREEMENT
FOR
COMMUNITY CORRECTIONAL FACILITY SERVICES**

IN WITNESS WHEREOF, Contractor has caused this Agreement to be executed by its duly authorized representative, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chief Executive Officer, on the dates written below.

CITY OF TAFT

By _____
Randy Miller, Mayor

Date: _____

COUNTY OF LOS ANGELES

By _____
William T Fujioka
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:
DAVID A. PRENTICE
City Attorney

By _____

STATEMENT OF WORK

Unless otherwise defined herein, all capitalized words and terms used herein shall have the meaning set forth in Paragraph 2.0, Definitions, of the Agreement, unless otherwise apparent from the context in which they are used.

A. GENERAL SCOPE OF SERVICES

1. Contractor shall provide housing, sustenance, supervision, education, inmate programs, and other services and accommodations to inmates provided by County at the Taft Community Correctional Facility ("CCF"), located at 330 Commerce Way, Taft, California 92368.
2. CCF shall operate as a Type III Adult Detention Facility to house an inmate population not to exceed 560 inmates.
3. Contractor shall provide and maintain adequate staffing to provide all required services to inmates when such inmates are under the custody and control of Contractor.
4. Once the County transfers custody of an inmate, such inmate shall be the sole responsibility of Contractor and shall be under the custody and control of Contractor.
5. Contractor shall ensure the secure custody, care, and safekeeping of all inmates. Contractor shall be solely responsible for developing and implementing CCF policies, procedures, rules, and regulations related to the secure custody, care, and safekeeping of inmates.
6. Contractor shall provide all services under this Agreement in accordance with all federal, State, and local law, rules, regulations, policies, procedures, and correctional standards, including but not limited to Title 15, Title 24, and all CCF policies, procedures, rules, and regulations. County shall have no liability for Contractor's failure to comply with such federal, State, and local rules, regulations, policies, procedures, and correctional standards. County shall have no liability resulting from any CCF policies, procedures, rules, and regulations which are or may be later deemed to be non-compliant or in violation of any federal, State, and local rules, regulations, policies, procedures, and correctional standards. Contractor shall provide to County all CCF policies, procedures, rules, and regulations immediately upon request by County. Contractor shall immediately notify County in the event of any allegation, investigation, or finding related to Contractor's non-compliance or violation of any federal, State, and local rules, regulations, policies, procedures, and correctional standards.
7. Contractor shall, at all times, remain in full compliance with the most recent standards for the prevention, detection, response and monitoring of sexual abuse

EXHIBIT A

in adult prisons and jails (Prison Rape Elimination Act or "PREA"), as required by the United States Department of Justice.

8. Contractor shall provide housing, sustenance, supervision, education, inmate programs, and other services and accommodations at the CCF solely to inmates from the County during the term of this Agreement. Contractor shall not house inmates or offenders from any other law enforcement agency or public or private entity, nor utilize the CCF in any way for inmates or offenders from any other law enforcement agency or public or private entity
9. County shall have the right to audit, inspect, review, and examine the CCF facility and its operations and programs, including all documents related thereto. Such rights include but are not limited to site inspections, review of investigative materials related to inmate incidents, and examination of documents related to the care and treatment of inmates. At County's sole discretion, such audits, inspections, reviews, and examinations may be conducted by County and/or its agents at anytime with or without advance notice to Contractor.

B. ORGANIZATION OF CCF

1. A full-time Police Chief, reporting to the City Manager, shall serve as the Facility Administrator and shall have overall responsibility for the administration, security, and safety of the facility, staff, and inmates.
2. CCF staff shall be deployed in accordance with the Minimum Staffing Plan, attached as Exhibit C of this Agreement, to assist in administration and operation of CCF.
3. A Corrections Captain shall serve as the Facility Manager, who shall oversee the overall administrative side of the CCF and report to the Chief of Police.
4. A Corrections Captain shall serve as the Security Captain, who shall oversee all aspects of security and the well-being of the inmates and report to the Facility Manager.
5. Corrections Lieutenants shall serve as Watch Commanders, with Corrections Sergeants shall serve as Watch Commanders/Security and Escort (S/E) Officers. The Corrections Lieutenants and Sergeants shall be responsible for the management of all security functions, which includes the supervision of security staff in maintaining a secure and safe facility for both staff and inmates.

C. SECURITY AND CLASSIFICATION OF INMATES

1. The security and classification level of inmates eligible for CCF participation are limited to the following adult inmates sentenced to County jail:

EXHIBIT A

- a. Long-term offenders with no known pending court appearances
- b. No serious medical or mental health needs
- c. Low to medium security classification

D. PROGRAM SERVICES

1. The Sheriff of Los Angeles County has adopted a philosophy within the jails known as Education Based Incarceration. It focuses on deterring and mitigating crime by investing in inmates through education and rehabilitation and providing dignity in the jails.
2. Contractor shall provide and maintain inmate programs for inmates in keeping with the spirit of Education Based Incarceration. Inmate programming shall be sufficient to meet the minimum standards required by Title 15 and aimed at reducing recidivism, increasing employability, and reunifying families.
3. Inmate programs may include, but are not limited to, academic programs, life skills programs, vocational and technical training programs, behavior modification programs, religious and volunteer programs, recreation programs, and visitation and family reunification programs.
4. Contractor may provide credentialed instructors to provide classroom instruction in General Educational Development ("GED") test preparation, basic education, job-seeking skills, pre-release, and other areas related to employment.
5. Work and vocational programs available to inmates may consist of employment/on-the-job training in food preparation, housekeeping, laundry services, groundskeeper, and building maintenance. These opportunities will include job assignments within the facility, as well as the off-site work crews.
6. Religious services and counseling may be provided by local volunteer groups and organizations.
7. Recreation opportunities may include indoor and outdoor programs. The day rooms in the living units are sized to provide adequate room for indoor recreational activities. The proposed facility configuration also allows for outdoor activities, such as volleyball, basketball, horseshoes, and resistance training in accordance with Title 15 policies and procedures.
8. Visiting privileges shall be granted to inmates in accordance with Title 15 requirements. A regular visitation schedule shall be established, with contact visiting in a large indoor visitation area.

E. PROGRAM OPERATIONS

1. Program operations shall be directed by the Police Chief, in compliance with all applicable laws, rules, regulations, policies, procedures, and correctional standards, as well as all CCF policies, procedures, rules, and regulations.
2. Contractor shall develop a policy and procedure manual which describes local regulations on procedures for intake, shakedown, head-count, inmate cell housing, visiting, recreation, food services, medical services, disciplinary, inmate appeal, inmate release, facility armory, emergency operations, and security related operations. Particular attention shall be paid to procedures for searching inmates returning from off-site work details.
3. Contractor shall provide to County all CCF policies, procedures, rules, and regulations related to program operations immediately upon request by County.

F. STAFFING

1. Contractor, through the Chief of Police, shall be solely responsible for the recruitment, hiring, and training of the CCF staff.
2. CCF staff shall meet CCF and CA POST staffing requirements and background clearances.
3. All persons providing security/custody at CCF shall be Correctional Officers, who have completed the minimum standards for training of local correctional officers established by CSA pursuant to California Penal Code section 6035.
4. CCF staff shall have specific duties relating to the security of the facility and the safety of the community, staff, and inmates.
5. CCF staff shall supervise inmates at all times during inmate programming and inmate activities and shall have direct visual observation of inmates at specified times throughout their designated work day at the CCF.
6. CCF staff, or persons trained pursuant to State of California, Corrections Standards Authority ("CSA"), Standards and Training for Corrections ("STC") program standards and guidelines, shall supervise, at all times, all inmates assigned to Off Reservation Work Details ("ORWD") pursuant to Section P, Inmate Work/Off Reservation Work Detail, of this Statement of Work.
7. CCF staff recruitment shall follow the guidelines and standards for personnel selection established by the CSA, as part of its STC program. Preferential consideration shall be given to those individuals knowledgeable in the operation of detention facilities or who have had training in specific aspects of jail operations and management, custody procedures, and inmate supervision.

EXHIBIT A

8. The City of Taft shall not discriminate on the basis of race, sex, age, religion or otherwise unlawful characteristics, in its recruiting and hiring practices. Other than prior experience, education and training in this field of work, specific individual qualities on which employment will rely include: emotional maturity and stability; satisfactory record as a law-abiding citizen; understanding of persons under restraint; sound judgment; alertness; willingness to work assigned shifts; normal or corrected vision and hearing; and sound medical physical condition.

G. COMMUNICATION OPERATIONS

1. The basic function of the communications system is to satisfy the immediate information needs of the law enforcement agency in the course of its normal daily activities and during emergencies. Emergencies place the greatest demands upon the communications system and tests the capability of the system to fulfill its functions. Measures and standards of performance are necessary to assess the effectiveness with which any department, large or small, uses available information technology in fulfillment of its missions. Operations are more efficient and officer safety is enhanced when control booth officers, supervisors, and fellow officers know the status of officers, their locations and the nature of cases.
2. Contractor shall at all times maintain radio and other communication operations in the CCF which are adequate and appropriate for the administration, security, and safety of the facility, staff, and inmates.
3. CCF radio operations shall be conducted in accordance with Federal Communications Commission procedures and guidelines.

H. STAFF TRAINING

1. Contractor shall develop and implement a training program for all custody staff hired for the facility. The training program shall be in accordance with training standards and guidelines developed by CSA and promulgated through the STC program.
2. Custody staff training shall be provided by various training facilities and/or institutions. These programs shall be certified by the CSA. In addition, basic first aid training and CPR training shall be included as part of the training program. Custody staff training shall focus on, but shall not be limited to:
 - Inmate supervision and disciplinary procedures
 - Security and emergency procedures
 - Inmate correctional programs
 - Movement and transportation of inmates
 - Inmate appeal
 - Inmate/staff relations

EXHIBIT A

- Report writing
 - Inmate investigations
 - Legal responsibilities and liabilities
 - Defensive tactics
 - Fire and life safety
 - Collection, identification and preservation of evidence
 - Judicial prodders
 - Courtroom demeanor and testifying
 - PREA
 - Sexual harassment
 - Firearms
3. The training program shall provide for separate levels of training corresponding to the level of responsibility and authority of the staff positions. In addition, continuing custody training programs and in-service programs will be provided to update custodial managers and staff on recent legal developments, new philosophy and procedures, and special issues.

I. MEDICAL SERVICES

1. Contractor shall provide all necessary medical care, both Routine Medical Care and Non-Routine Medical Care.
2. All medical care shall be provided in compliance with Title 15 requirements and as other required by law.
3. Contractor shall develop and implement CCF policies and procedures for the provision of all medical care, including medical procedures for the dispensing of medication.
4. Contractor shall provide all Routine Medical Care for inmates either on-site at CCF, or off-site as necessary. CCF shall contain an examination room, Nurse's office, and secure storage for pharmaceutical and medical instruments.
5. Routine Medical Care may be provided via contracted medical and dental providers, provided that such Routine Medical Care is provided in accordance with the minimum requirements set forth herein and the requirements of medical and dental plans provided pursuant to agreements between Contractor and contracted medical and dental provider(s).
6. Contractor's Routine Medical Care shall include but shall not be limited to:
 - a. Sick Call – 5 days per week
 - b. Emergency Sick Call/Triage – weekends
 - c. Inmate annual health history and physical examinations

EXHIBIT A

- d. Medication administration – generally twice per day, with medications requiring more frequent administration provided as required
 - e. Licensed physician on-site a minimum of 12-16 hours per week, with physician available on call 24 hours per day, seven days per week.
 - f. Registered Nurse on-site Monday through Friday for eight hours on a day shift. All other shifts staffed with Licensed Vocational Nurses.
 - g. Dentist and dental assistant by appointment for the provision of routine dental care, following medical consultation by the medical staff.
 - h. Temporary Housing Units shall be provided as separate facilities for viral-type illnesses requiring short-term isolation.
7. Non-Routine Medical Care may be provided off-site by County approved medical and dental providers located within the vicinity of the CCF. CCF procedures, including transportation and custody of inmates, shall be developed and implemented for handling Non-Routine Medical Care for inmates. All procedures shall be made available to County immediately upon request.
8. Contractor shall provide transportation to and from the medical or dental provider facility for all inmates requiring Non-Routine Medical Care. In emergency, life-threatening situations, transportation may be provided by ambulance. The Contractor shall also provide supervision of the inmate while at the medical or dental provider facility for treatment. The Contractor shall provide supervision until such time as the inmate is transported back to the CCF or the County assumes supervision of the inmate.
9. If, either upon arrival from County or during incarceration, Contractor's medical staff determines that an inmate (1) is not in a sufficient medical condition to be, or remain to be, housed at CCF, or (2) has serious medical or mental health needs which cannot be accommodated at CCF, then said inmate shall be returned to County.
10. The medical services required herein are based upon Title 15 standards. If the standards change as a result of realignment, or through statute, then such changes shall be discussed by County and Contractor. Any such modifications to the requirements hereunder shall be in the form of a written Amendment in accordance with Paragraph 8.1, Amendments, of the Agreement.

J. FOOD SERVICES

- 1. Contractor shall provide sustenance and food services to inmates at CCF, which meet the minimum dietary requirements dictated by Title 15.
- 2. Food shall be prepared, at CCF, under the direction of a Cook Supervisor, by medically screened inmate food services workers.

EXHIBIT A

3. Contractor shall arrange for the purchase of all necessary foods to comply with the minimum dietary requirements dictated by Title 15.
4. Inmate meals shall be prepared and served three (3) times within each 24 hour period.
5. Contractor shall provide meal planning, kitchen supervision, and meal preparation, which may be provided by the Cook Supervisor.
6. Necessary food storage and refrigeration space shall be provided, as well as an adequately sized kitchen with required appliances.
7. All food shall be prepared and stored in accordance with all State and local codes.

K. HOUSING AND HOUSEKEEPING SERVICES

1. Contractor will provide dormitory style housing units for inmates.
2. Dormitory areas shall contain both day rooms and sleeping space and shall meet the requirements of Title 15 and Title 24.
3. Contractor shall develop and implement a maintenance and housekeeping plan to ensure the proper upkeep of the dormitories.
4. All inmates shall be required to comply with procedures for maintaining their living space.
5. Contractor shall provide all bed linens and towels for use by inmates. A schedule for the regular issuance of linens and towels shall be developed and maintained.
6. Contractor shall develop, and provide to each inmate, an orientation manual to educate new inmates on CCF policies and procedures. The manual shall address housekeeping procedures, sick call/pill call procedures, and policies regarding behavior and discipline, as well as daily routines and practices.

L. INMATE CLOTHING

1. Contractor shall provide all inmate clothing.
2. Inmate clothing shall be similar to the type to that is provided by County.
3. Inmate clothing shall be suitable to the climate and to specific work assignments, as required.

EXHIBIT A

4. Contractor shall develop a plan, procedures, and a schedule for the exchange of clean inmate clothing.
5. Laundry services, including the repair of clothing, shall be provided at CCF by resident work crews, which are supervised by a Corrections Officer.

M. FINANCIAL MANAGEMENT OF FUNDS AND INTERNAL CONTROL

1. Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required under this Agreement.
2. The Contractor's Fiscal Officer shall be responsible for accounting of all program and facility costs, maintaining all financial records including inmate funds, and serving as Contractor's liaison to County fiscal authorities. The Contractor's Fiscal Officer shall be assisted by the Chief of Police.
3. The Contractor's Fiscal Officer shall ensure that accounting and financial records management practices meet generally accepted standards.
4. In accordance with Paragraph 8.33, Record Retention and Inspection/Audit Settlement, of the Agreement, County may conduct periodic audits of any and all records relating to this Agreement. Such audits may be conducted by any State or federal auditor or an outside accountant employed by County.
5. When an inmate is transferred to Contractor from County, the balance of such inmate's trust account shall also be transferred to Contractor. If the inmate is transferred back to County or to another facility, the balance of the inmate's trust account shall also be transferred. Such money transfers may be done by check and accounted for by the Contractor's Fiscal Officer.

N. FACILITY OPERATIONS

1. Contractor shall provide and maintain a community correctional facility in accordance with California Penal Code section 6250 et seq.
2. Contractor shall provide and maintain CCF in accordance with all federal, State, and local rules, regulations, policies, procedures, and correctional standards, including but not limited to Title 15 and Title 24, and all CCF policies, procedures, rules, and regulations.
3. Contractor shall comply with and maintain all local permit requirements, all fire clearances, and all other governmental approvals required to operate CCF.
4. In the event Contractor fails to maintain at all times all required local and/or governmental approvals or modifies or otherwise changes the locally required

EXHIBIT A

conditional use permit or any other discretionary or ministerial land use approval regulating the size or manner in which CCF is used in a manner inconsistent with the purpose of this Agreement or which otherwise substantially interferes with Contractor's obligations to County, Contractor shall immediately provide notice to the County Project Director. County may then, at its sole discretion, (1) immediately terminate this Agreement pursuant to Paragraph 8.38, Termination for Default, effective with the change or loss in conditional use permit or any other discretionary or ministerial land use approval regulating the size or manner in which CCF is used, (2) modify the terms and conditions of this Agreement in a manner reasonably related to the change, and/or (3) require reasonable costs incurred in the relocation of inmates housed at CCF to another correctional facility.

5. Prior to performing services under this Agreement, Contractor shall deliver to County evidence of a full inspection of CCF by CSA and the corresponding notice of compliance, which evidences the rated bed capacity of the CCF.
6. Contractor shall perform ongoing inspections and tests of the CCF building systems, including, but not limited to, all security, fire, and life-safety systems.
7. Contractor shall maintain an emergency operations manual that identifies a plan of action in the event of an emergency, such as labor strike, natural disaster, or inmate unrest. The emergency operations procedures shall include mutual aid agreements with surrounding law enforcement agencies.
8. Contractor shall maintain compliance, in conjunction with the Kern County Fire Department, State Fire Marshall, and Taft CCF policies and procedures, for providing access to the facility for emergency vehicles.

O. INMATE WORK/OFF RESERVATION WORK DETAIL

1. Inmates may be assigned to work assignments within and on the outside of the security perimeter to assist the facility in its daily operations, educational programs, and/or vocational programs. Inmates will be assigned through the unit classification process. Inmate custody levels and inmate program needs shall be used to determine inmate assignments at the facility.
2. All work assignments shall be assigned and performed in accordance with Title 15 requirements or as otherwise required by law.
3. Inmates may also be assigned to the Off Reservation Work Details ("ORWD"), including but not limited to Taft Cemetery, Garage, City Hall, and Public Works crews. Inmates assigned to ORWD shall be supervised in accordance with Section F(6) above. Contractor shall be solely responsible for injuries sustained and any and all workers compensation liability, if any, resulting from an inmate's assignment to ORWD or other outside work detail.

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4. Contractor shall be solely responsible for any inmate compensation associated with any work assignment, including ORWD.

PRICE SCHEDULE

1. Facility Per-Diem Rate

The facility per-diem rate shall be an all-inclusive daily flat rate for all housing, sustenance, supervision, education, inmate programs, Routine Medical Care, and other services and accommodations as required by this Agreement and otherwise by law. Notwithstanding, the facility per-diem rate does not include Non-Routine Medical Care Costs or Non-Routine Medical Custodial Costs.

MINIMUM INMATE BED SPACE

512

DAILY PER-DIEM RATE

\$31,000*

*The above facility per-diem rate is based upon a capacity of 512 available inmate beds per day. If, due to maintenance, emergency repairs, or any other occurrence, the bed space made available by Contractor falls below the minimum 512 beds, then the daily rate shall be calculated on the basis of an inmate per-diem at \$60.55 per available bed.

2. Non-Routine Medical Custodial Costs

The flat hourly rate for transportation and custody supervision during Non-Routine Medical Care shall not exceed \$49.13 per hour per custody staff member performing services.

3. Special Custodial Costs

The flat hourly rate for transportation and custody supervision of an inmate to any destination previously approved by the County shall not exceed \$49.13 per hour per custody staff member performing services.

MINIMUM STAFFING PLAN

512 Beds

1 Watch (2200-0600)

- 1 – Watch Commander (Lieutenant)
- 1 – Search & Escort Officer (Sgt.)
- 1 – Control “A” Officer
- 1 – Control “B” Officer
- 2 – A Deck Officers
- 2 – B Deck Officers
- 1 – LVN

2 Watch (0600 – 1400)

- 1 – Watch Commander (Lieutenant)
- 1 – Search & Escort Officer (Sgt.)
- 1 – Control “A” Officer
- 1 – Control “B” Officer
- 2 – A Deck Officers
- 2 – B Deck Officers
- 1 – RN or LVN, plus Physician Monday – Friday
- 2 – Teachers
- 1 – Facility Manager
- 1 – Security Captain
- 1 – Program Manager
- 1 – Laundry Officer
- 1 – Receiving and Releasing Officer
- 2 – Recreation Yard Officers
- 1 – Visiting Officer (Weekends)

3 Watch (1400-2200)

- 1 – Watch Commander (Lieutenant)
- 1 – Search & Escort Officer (Sgt)
- 1 – Control “A” Officer
- 1 – Control “B” Officer
- 2 – A Deck Officers
- 2 – B Deck Officers
- 1 – LVN
- 1 – Laundry Officer
- 1 – Receiving and Releasing Officer
- 2 – Recreation Yard Officers

260 Beds

1 Watch (2200-0600)

- 1 – Watch Commander (Lieutenant)
- 1 – Search & Escort Officer (Sgt.)
- 1 – Control "A" Officer
- 2 – A Deck Officers
- 1 – LVN

2 Watch (0600 – 1400)

- 1 – Watch Commander (Lieutenant)
- 1 – Search & Escort Officer (Sgt)
- 1 – Control "A" Officer
- 2 – A Deck Officers
- 1 – RN or LVN, plus Physician Monday – Friday
- 2 – Teachers
- 1 – Facility Manager
- 1 – Security Captain
- 1 – Program Manager
- 1 – Laundry Officer
- 1 – Receiving and Releasing Officer
- 2 – Recreation Yard Officers
- 1 – Visiting Officer (Weekends)

3 Watch (1400-2200)

- 1 – Watch Commander (Lieutenant)
- 1 – Search & Escort Officer (Sgt)
- 1 – Control "A" Officer
- 2 – A Deck Officers
- 1 – LVN
- 1 – Laundry Officer
- 1 – Receiving and Releasing Officer
- 2 – Recreation Yard Officers

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
AND THE HEALTH CARE INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, title XIII and title IV of Division B, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of

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Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of

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health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees

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to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) Business Days from the date of discovery of the non-permitted Use

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or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

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If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than thirty (30) calendar days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

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- (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) Business Days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) Business Days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make

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any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) Business Days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations. However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) Business Days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

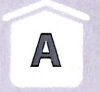
4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If

return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information



APPENDIX F -REPORT- CALIFORNIA CORRECTIONS STANDARDS AUTHORITY, 2010-2012 BIENNIAL FACILITY INSPECTION REPORT

Los Angeles Sheriff's Department

Correctional Services Division and Custody Operations Division

California Corrections Standards Authority 2010-2012 Biennial Facility Inspections

July 2011

Inmate Reception Center CSA #1330

Mens Central Jail CSA #1320

Twin Towers Correctional Facility CSA #1325

Century Regional Detention Facility CSA #1445

Century Type I Booking Center CSA #1530

Peter Pitchess East Facility CSA #1400

Peter Pitchess North Facility CSA #1415

Peter Pitchess South Facility CSA #1410

North County correctional Facility CSA #1395



California Corrections Standards Authority

600 Bercut Drive

Sacramento CA 95811

www.csa.ca.gov

Magi Work, Field Representative

(916) 327-3967

CORRECTIONS STANDARDS AUTHORITY

600 Bercut Drive
Sacramento, CA 95811



September 15, 2011

Sheriff Leroy D. Baca
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park CA 91754

Custody Operations and Correctional Services Divisions
Biennial Inspection - Penal Code § 6031

Dear Sheriff Baca:

During June, July and August 2011, the Corrections Standards Authority (CSA) completed the 2010-2012 biennial inspection of the Los Angeles County Sheriff's facilities under command of the Custody Operations and Correctional Services Divisions. This inspection was preceded by a preliminary on-site visit in April 28, 2011 to plan the inspection process with Custody Support Services and conduct a pre-inspection briefing with the Chiefs and Commanders of the facilities.

Scope of Inspection

The inspection assessed compliance with adult and juvenile regulations in Titles 15 and 24, Minimum Standards for Local Detention Facilities, California Code of Regulations (CCR). It consisted of a "walk-through" of each physical plant, review of policies and procedures governing operations, and staff/inmate interviews. Additionally, we met with health care, inmate program and food services staff. As in past inspections, we interviewed several administrators, managers, supervisory and line staff associated with the facilities.

The following facilities were included in the inspection: Inmate Reception Center (IRC); Men's Central Jail (CJ); Twin Towers Correctional Facility (TTCF); Century Regional Detention Facility (CRDF); CRDF Type I Booking Center (CRDF-Booking); East Facility; North Facility; North Annex-South Facility; and, North County Correctional Facility (NCCF). We did not include the Correctional Treatment Center in the Medical Services Building or the jail unit at Los Angeles County Medical Center (LCMC).¹

We want to express our appreciation to Chiefs Dennis Burns and Alexander Yim for their support and availability throughout the inspections. Additionally, Chiefs, Commanders and Custody Support Services staff participated in an exit conference on July 21, 2011 at the close of our on-

¹ Biscailuz Recovery Center was closed in June 2002 due to budget constraints. Also in response to budget cuts, Pitchess South Facility was only partially operational as the "North Annex" and the Type II Century Regional Detention Facility housed less than 250 program inmates from Biscailuz.

site review. Facility captains, lieutenants, and sergeants were actively involved in the inspection of their facilities and assured us that advance preparations were completed as requested. We want to particularly thank Deputies Oscar Martinez and Michael Johnson from Custody Support Services for their coordination and involvement throughout the inspections. Due to the efforts of Deputies Martinez and Johnson, the facilities were prepared for our on-site review and the inspection process proceeded smoothly.

The complete CSA inspection report is enclosed and consists of:

- This transmittal letter, which summarizes the inspection process and our findings;
- A "procedures" checklist that outlines applicable Title 15 sections for adults in custody, and provides more detailed comments related to the regulations (consolidated checklist presents all facilities on one document);
- Facility-specific documents, which provide:
 - Summary information sheets identifying each facility and listing areas of non-compliance;
 - The "physical plant evaluations" outlining requirements for design (Title 24, CCR); and,
 - The "living area space evaluations," which summarize the physical plant configuration for the detention area in each jail and provide comments related to establishing the Board Rated Capacity (BRC).

Health and Fire Inspections

To obtain an overall view of jail conditions, the CSA report should be reviewed in conjunction with inspections that are statutorily required by the fire authority and the health department. Attachment A provides dates for the most recent reports, which were completed between 2005 and 2011. Several facilities do have current inspections on file. IRC, CRDF, CRDF Type I, NCCF, and Pitchess East are current with their fire reports. The remaining facilities are due for a fire inspection and all facilities with the exception of CRDF and the CRDF Type I are due for the annual environmental and nutrition inspections.

Prior to January 1, 2005 annual fire inspections were required of all jails (Health and Safety Code § 13146.1). Effective in 2005, statute was amended to require the inspections every two years. In Los Angeles County, the local fire authority completes these inspections.

Health and Safety Code (HSC) § 101045 requires the local health officer to conduct at least annual inspections of all places of detention. Their inspection includes evaluations of medical/mental health services (MMH), environmental health and nutrition.

Our office has received current medical/mental reports for all facilities except Pitchess North. Additionally, our office has not received current nutrition and environmental reports for all facilities except CRDF and CRDF Type I. Once the department receives the reports and addresses any issues, please forward a copy of the reports to CSA so our records can be updated and reflect compliance.

Corrections Standards Authority Inspection

We consider the jails are operated under command of the Custody Operations and Correctional Services Divisions as a system.² A number of areas that relate to the entire system are summarized below, followed by discussions of individual facilities.

Staffing/Compliance Officers: Regulations require hourly safety checks that include staffs' direct visual observation of inmates.³ LASD continues to grapple with the overall staff coverage for this enormous system. Documentation and staff reports confirm the checks are not being documented according to regulation for all facilities in the LASD system. Since the last inspection cycle the department has automated the Uniform Daily Activity Log (UDAL). Further the department is using their automated device for hourly checks; the UDAL is no longer used for the documentation of this function. The department has a long history of performing the hourly checks consistent with regulation and is typically in compliance in this area. It is common to see a department fall out of compliance with hourly checks when the decision is made to automate and be solely dependent on a computer printout for the documentation of the checks. LASD has a good reporting system developed for the tracking and documentation of the checks, however, the supervisors and managers are not reviewing the documentation. Therefore, the supervisors have not identified deficiencies with the current practice of hourly checks. It is anticipated that this issue is already addressed and resolved. It is recommended that the CSA Field Representative conduct another review of the hourly checks in a few months to ensure the department has accomplished its goal to remedy the concern immediately.

Staffing levels will continue to be one of the major challenges facing the detention system as the economic crisis in this state continues. The span of control has improved greatly since the last inspection cycle. During the last inspection cycle the ratio of sergeants to line staff was 1:18, during this inspection cycle it is anywhere between 1:8 and 1:5 depending on the facility. With the significant improvement for span of control, the question arises as to effectiveness of the current supervision and if additional training is needed. Unfortunately, CSA continues to have concerns about overall staffing. Based on the challenges of continued hiring and maintaining qualified staff, the question of effective supervision, the number of transports outside the facility for medical services, and the inability to provide inmates' services (exercise and hourly checks), we found the department to be out of compliance regarding staff, *Title 15 Section 1027-Number of Personnel*.

Training: The Department has gained "Substantial Compliance" in all areas of the regulations this inspection cycle. It was anticipated that the department would gain compliance with the training requirements once the STC funding was restored in the State budget. While the department is in substantial compliance it is recommended that sergeant training is reviewed to ensure sergeants have a good understanding of what is expected in the operation of the jails and supervision of staff. Training is essential to ensure that staff can perform their jobs as expected and is an important defense in the event of litigation.

Crowding: While populations are clearly lower than previous inspections, crowding in excess of rated capacities (RC) continues to burden most of the facilities with some operating at nearly

² The Sheriff's Station Jails and the Court Holding Facilities, under command of the Patrol and Court Services Divisions, will also be inspected in 2007, with reports provided under separate cover.

³ Audio and video monitoring can supplement, but not replace direct visual observation.

double their RC in certain housing areas. As noted in previous reports, system crowding is a complex, long-standing problem for which there are no easy resolutions. LASD continues to increase their number of classification which is now 28. Having 28 different classifications does not help when trying to address crowding issues. While classification is a critical piece to jail operation and inmate management, having 28 different classifications makes it nearly impossible to optimize RC bed space and in turn it forces crowding in certain units.

Attachment B outlines the Rated Capacity (RC) and the population for each facility at the time of our inspection. The "Living Area Space Evaluation" for each facility discusses RC calculations in greater detail and is included in the full inspection report.

Juveniles:

Per department policy juveniles are not held in the adult jail system (since 2008).

Health Care Services:

The on-site visit revealed that medical staff coverage continues to be a systemic problem within LASD's Correctional system. The limited coverage of medical staff at the Pitchess compound continues to be a concern and it remains critical that assessments and reviews of medical services throughout the LASD correctional system are performed. At the Pitchess Compound there is medical coverage 24 hours a day at NCCF. East and South facilities are dependent on medical staff at NCCF after 1400 hours until 0600 hours the next morning. With over 5100 inmates at the Pitchess compound, it is critical that there is adequate medical staff assigned at each facility. As indicated during the last inspection report, to further complicate the situation, typically when an inmate needs medical attention after 1400 hours and before 0600 hours, uniformed staff is responsible for taking the inmate out of a secure environment to the NCCF facility where the on-duty medical staff is assigned. This is a dangerous and staff intensive approach to provide medical services. It continues to be highly recommended that the medical staff be as *mobile* as possible during these after hour situations. Each facility has medical offices, exam rooms, computers, etc. that enable the staff to provide medical services at each facility location. Further, uniformed staff is required to transport inmates to the nearest hospital regularly (often multiple trips each night) because of the lack of medical services at the facility. A transport from the pitches compound to the hospital requires two uniformed staff; this further complicates the issue with lack of staff at the facilities. Finally, if an inmate is seen at a hospital and cleared by hospital doctors, the inmate must be transported back to the IRC for yet another medical clearance prior to the inmate's return back to their assigned housing facility. The policy to return already medically cleared inmates back to the IRC for another clearance is yet another practice that contributes to staffing shortages and costly transportation. Constantly moving inmates for medical treatment is staff intensive and certainly not efficient.

Mental health staff continues to work within the confines of the court ordered DOJ requirements, which unfortunately often conflict with Title 15 California Code of Regulations. See further detail regarding mental health conditions under the Twin Towers section of this report.

Intake Services: In January 2005, the IRC assumed operational responsibility for TTCF housing units 231 and 232. It was identified that inmates continue to move well through the IRC system. Typically

inmates are housed within 4 to 12 hours. Although some delays continue at the medical screening part of the process, it is recognized that improvement of the entire system has continued since the last inspection. Medical screening is a very critical component of the booking process and adequate placement of inmates in need of medical treatment is equally important. However, the use of units 231/232 continues to be a concern regarding expeditious housing for inmates. It was explained to me that only inmates that need acute care are held in 231 and 232 units. After visiting the unit it was determined that some inmates were held in those units for minor medical conditions. It is recommended that practice is reviewed regularly to ensure only inmates with acute conditions are held in units 231/232. Once again, as indicated in the last inspection cycle report, inmates should be housed as soon as possible after delivery to the IRC. Since the IRC is primarily an intake facility, minimum services (outside of medical care) are available for the inmates held in 231 and 232 units. Further, all facilities with the exceptions of East and South facilities have 24 hour medical services.

Finally, the Chiefs' command staff and medical staff's continued commitment to improvements at the IRC should be recognized. While there is room to improve the expeditious placement of inmates to permanent housing, the overall operations at the IRC are remarkable. The work of all levels of staff is commendable for their continued commitment to effective and efficient operations in such a massive system.

Classification: The department has been using the North Point classification system (developed outside of California). All classification is completed by staff at the IRC and CRDF (females). As with the past few inspection cycles, the on-site inspection identified that there are several available beds in the system and many other units operating crowded. Staff advised that the available beds were for different levels of classification and that they had no inmates at that classification to occupy the beds. It continues to be a recommendation, with a system as large as Los Angeles, that the classification of beds should be fluid. By changing the classifications of beds when warranted, more beds can be occupied throughout the system. An area of concern is LASD's ability to *prove* an inmate has been classified. There is clearly an in depth process that takes place when an inmate is classified, however the inmate is not required to sign for his or her classification information. Although this is not a compliance issue, and staff was able to produce classification records for random inmates, having an inmate sign for their specific classification information would eliminate any question as to whether an inmate had been classified appropriately.

Discipline: LASD has a sound discipline policy, and the department is now handling the disciplinary process within policy and regulation. With the assistance from Lt. Morejon and staff, NCCF made significant changes to the discipline process since the last inspection cycle. NCCF now uses a system that captures the inmate's signature for the notice of charges in writing, the 24 hour waiver to conduct the hearing and the final discipline imposed. The files maintained on inmates for discipline were complete, thorough and orderly, easy for supervisors' reviews and management oversight. Since the last inspection cycle Lt. Morejon was transferred to TTCF and instituted the same practice for the disciplinary process and maintenance of files at the TTCF. While all of the facilities have gained compliance with this regulation the two mentioned facilities should be used as a model for the remaining facilities. The department staff worked diligently to improve the disciplinary process to ensure that it meets regulations.

Exercise: There is a sound policy for inmate exercise and recreation; however the policy is often not practiced. After reviewing documentation for all facilities (with the exception of the IRC) it is clear inmates are not receiving the minimum hours per week of recreation. While many facilities get the inmates to the recreation yard regularly, there seems to be a lack of scheduling and follow-up to ensure the minimum hours are met. Most of the documentation reviewed identified why recreation was canceled (training, cells searches, lack of staff) and there may be exigent circumstances that require cancellation of the recreation yard. Typically the cancellations documented were not due to an emergency situation or exigent circumstances. It is recommended that all staff involved is trained and understand the importance of this regulation.

Grievances: LASD continues to use the triplicate request/complaint form that was developed based on an ACLU action. After reviewing hundreds of these forms, there continues to be significant concerns with the form and policy and procedure regarding how an inmate files a grievance. The new form developed is essentially a three purpose form. The form is used for complaints regarding confinement and services, request for service and complaints against personnel. Ideally grievances should be a distinct process by which any inmate may appeal and resolve grievances relating to any conditions of confinement, including but not limited to: medical care, classification actions, disciplinary actions; program participation; telephone, mail and visiting procedures; food, clothing and bedding. Such policies and procedures shall include:

- 1) a grievance form or instructions for registering a grievance;
- 2) resolution of the grievance at the lowest appropriate staff level;
- 3) appeal to the next level of review;
- 4) written reasons for denial of grievance at each level of review which acts on the grievance;
- 5) provisions for response within a reasonable time limit; and,
- 6) provisions for resolving questions of jurisdiction within the facility⁴.

As discussed during the last inspection cycle, this form does not ensure inmate complaints are being addressed. The form merely gives an inmate an avenue to exploit the system. The grievance system should include a form that requires a staff signature, date and time of when the inmate submits his/her complaint. Meaning, line level staff should at any time take an inmate's complaint, sign and date the form and give the pink copy of the triplicate form back to the inmate so the inmate has a record of their complaint and the ability to follow up with a supervisor if the complaint is not addressed. Further there should be a process in which the inmate can appeal the results to the next level of review. Currently the only signature required at the initiation of a complaint is by the inmate. The current process does not allow staff or inmates to be held accountable/responsible for the process. The form is clearly confusing and complicated which is certainly not conducive to addressing inmates' complaints. The issue at hand is providing a system which allows inmates to grieve conditions of confinement and have those grievances addressed. As lengthy, detailed and complicated as the form is, it does not serve in the inmate's best interest regarding conditions of confinement. The process in place (which clearly lacks accountability) delays services, confuses inmates/staff and promotes uneasiness in the custody system overall. Further, review of the documentation revealed a significant decline with inmate grievances filed

⁴ Title 15 Section 1073 Inmate Grievance Procedure

this past year. It is understood there was also a significant drop in the inmate population, however, when there are over 13000 inmates in custody we would expect to see more inmate grievances than approximately 4500. As a comparison, in 2007 the inmate population was approximately 17,000 (CSA 2006-2008 inspection report) and there were approximately 16,000 inmate grievances reported and 3800 ACLU complaints filed. During this current inspection cycle the inmate population was just under 14,000 with only 4700 inmate grievances filed (for both the ACLU and sheriff's complaints combined). It is speculated that there are a number of ACLU complaints that are filed however the sheriff does not have access to that number. Therefore, while the complaint form is being modified yet again, it's merely adding more detail and confusion. Unfortunately the number of complaints is rapidly declining. After interviewing several inmates, their opinion was that the form is *too much to handle so they do not bother with it*. Once again, the process in place is not in the best interest of the inmates who want to complain about conditions of confinement.

It should be noted medical services keep thorough records of the grievances' they receive. Numerous grievances' were reviewed and medical services responded in a timely manner including the appeals process.

The department was found out of compliance with *Title 15 Section 1073-Grievance Procedure*

Policies and Procedures: Custody Support Services Division continues to maintain all correctional departmental policy. This was a massive effort and we want to reinforce the importance of maintaining this document. Additionally, we support the Department's continued plan to review each facility's Unit Orders for consistency with CDM. *We recommend that whenever there are areas that do not require a unique approach at the facility, that a CDM policy be established for the Division overall.*

Programs: Outstanding Programming continues throughout the LASD Correctional system. The Department continues to offer over 90 different programs to eligible inmates. There are 43 Community Partners that offer services for inmates along with several other programs for vocational, religious, training and academics. Thousands of inmates are receiving educational or vocational services in addition to social services provided at the department. All of the programs are administered through the Correctional Services Division. Most shops have State of California vocational credentialed instructors who teach the students core competencies in their specific areas of expertise. The vocational training programs afford students the chance to learn marketable job skills which can lead them to successful re-entry back into the community. We applaud the department and the Custody and Programs Division for their commitment and dedication to the impressive programming that is offered throughout the correctional system.

Systems for Internal Monitoring: The Divisions have impressive internal monitoring systems for tracking and responding to department needs. These systems include the comprehensive Command Inspections that have been implemented for several years. The Sheriff's Critical Information Forum (SCIF) also provides a forum for managers and administrators to identify Division trends and respond to problems.

Systems for Internal Monitoring: The Divisions have impressive internal monitoring systems for tracking and responding to department needs. These systems include the comprehensive Command Inspections that have been implemented for several years. The Sheriff's Critical Information Forum (SCIF) also provides a forum for managers and administrators to identify Division trends and respond to problems.

The Uniform Daily Activity Logs (UDAL) are maintained by each housing unit and are an invaluable system for tracking key activities associated with Title 15 compliance and unit operations. The document was recently automated. While there are a few areas that need work (oversight of the automation) it appears to be a good tool for population management and the documentation of daily activities.

The IRC continues to use a bar code tracking system to better account for the length of time it takes to process inmates through intake procedures. This is the fourth inspection cycle during which the Department has been able to generate reports on the length of time prisoners are in IRC.

The Facility Automated Statistical Tracking (FAST) system continues to be an excellent management tool that provides the Divisions with opportunities to track and utilize inmate complaints for gathering information and making management decisions. The system also tracks use of the "safety chair" and we accessed that database during this inspection. It is recommended that the inmate disciplinary process in the F.A.S.T. system be reviewed. After reviewing many disciplinary actions in the F.A.S.T. system it was identified that there is room for improvement regarding the disciplinary entries. The department is making modifications to this system to streamline the disciplinary process.

All facilities are out of compliance in the following policy and procedure areas:

Title 15 § 1027 Number of Personnel: See comments in letter and checklist.

Title 15 § 1065 Exercise and Recreation: See comments in letter and checklist

Title 15 § 1073 Grievance: See comments in letter and checklist.

Compliance issues that are specific to each facility are outlined below. Additionally, there are non-compliance areas identified in the health inspection reports that are under review by the Department and not listed in this section. Please refer to the health inspection checklists for additional recommendations and discussion.

There are concerns with additional physical plant areas for most of the facilities. The facilities with modular units (double cells attached to a dayroom) that are housing inmates in the day rooms (crowding) will have to be closely reviewed to determine if the plumbing fixture ratio is within regulations. Currently one or two cells in the modular are being left vacant for the inmates housed in the dayrooms, this is for inmates to have access to toilets and wash basins. When the number of beds in the dayrooms exceeds the ratio for toilets and wash basins available it will be a compliance issue.

Inmate Reception Center (IRC)

The on-site inspection occurred June 27, 2011. The IRC is identified as a Type II facility that serves as the intake facility for males only. This designation also recognizes that IRC functions as the intake area for the entire system and is more consistent with how the CSA looks at intake areas in other counties. In making the decision to inspect the IRC as a Type II facility, we recognize that programs and services typically included in a Type II are provided upon transfer to the housing facility (e.g., exercise, visiting, correspondence, disciplinary processes, etc.).⁵ At the time of the inspection, housing units 231 and 232 that fall under the IRC were holding inmates within the rated capacity (336). There were 90 inmates in 231 and 59 inmates in 232. These numbers of inmates at the IRC reflect a massive improvement in processing inmates and housing inmates in a timely manner. There continues to be portable bunks in both 231 and 232 units which impinge on the required space for the dayrooms therefore affecting physical plant compliance.

Although the overall processing of inmates has vastly improved, it is still contended that inmates need to be medically screened and cleared in an expeditious manner to ensure timely placement for inmate housing.

Sobering Cells-Provided the sober cells are only used for inmates under the influence that requires protection such as a sobering cell, the department is in compliance with this regulation. In the event the department uses the sobering cells for regular holding cells, the department would be out of compliance with this regulation.

Pro-Strait Chair Use-Documentation reviewed appeared thorough and complete. Typically inmates are in the pro-strait chairs for a very limited time. Medical and mental health staff play an active role in these placements. The form used is a good tool that allows staff to keep track of all the requirements while an inmate is in the restraint device.

Sgt. Dave Geopforth and Captain Chuck Antuna were well prepared for the inspection. Additionally, the staff was well prepared and organized for the on site visit. Documentation was readily available and staff answered questions and offered clarification during our review.

There were no Title 15 areas of non-compliance specific to this facility.

System wide areas of Title 15 Regulation non compliance:

See content in letter and checklist.

Title 15 § 1027 Number of Personnel:

Title 15 § 1073 Grievance:

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion):

⁵ We also considered identifying IRC as a 96-hour Type I facility; however, that designation is typically for smaller facilities that "stand alone" and did not as clearly recognize IRC as the intake area for the entire system.

Title 24, Section 470A.2.9 Dayrooms: Dayrooms capacity is exceeded.

Title 24, Sections 470A.3.4 Showers: Plumbing ratios are exceeded due to crowding beyond RC.

Central Jail

The on-site inspection occurred on June 28, 2011. The facility housed 4,480 inmates at the time of inspection. While the population is well under the rated capacity (RC), many housing units are still operating over their identified RC.⁶ With the cell and shower renovations, the RC went from 5,236 to 5,108 total capacity during the 2008-2010 inspection cycle. A steam cleaning program was initiated since the 2005-2006 inspection and it has proved to be very successful. Although CJ is a very old facility, it appears to be well maintained and extraordinarily clean since past inspections. Extensive painting has been completed since the last inspection cycle, which makes the facility look much cleaner.

Exercise and recreation documentation was reviewed. It is evident that outdoor exercise is often cancelled due to staffing shortages. Currently there is no mechanism in place to make-up outdoor exercise when the regularly scheduled exercise is cancelled. There are times when inmates do receive the required amount of exercise, however it is a hit and miss situation. Therefore the facility will be out of compliance in this area.

The staff was well prepared and organized for the on site visit. Captain Ornelas and designated staff participated in the inspection process. Documentation was readily available and staff answered questions and offered clarification during our review.

There were no Title 15 areas of non-compliance specific to this facility.

System wide Title 15 Regulation non compliance areas:

See content in letter and checklist.

Title 15 § 1027 Number of Personnel

Title 15 § 1065 Exercise and Recreation

Title 15 § 1073 Grievance

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion.):

Title 24, Section 470A.2.8 Dormitories: Dormitory capacity exceeded.

Title 24, Section 470A.3.4 Showers: Capacity exceeded.

Title 24, Section 470A.2.6 Single Occupancy Cells: Double bunked since 2004.

Title 24, Section 8227 Multiple Occupancy Cells: Capacity exceeded.

⁶ There is also a court-established capacity, which we understand to be under 6,800 and the facility continues to be monitored by the American Civil Liberties Union (ACLU).

Twin Towers Correctional Facility (TTCF)

The on-site inspection occurred on June 28, 2011. The facility housed 2,757 inmates at the time of the inspection, which is down from the last inspection when 3,875 inmates were housed. Although the two towers population is lower than the last inspection cycle, they are operating well over their rated capacity primarily in certain housing units.

A continued concern is whether Tower I should be included in the CSA inspection process. The tower typically holds mental health inmates; it is not operated like a typical correctional facility where Title 15 regulations apply. The operation of this facility is typical of a public mental health facility as opposed to a correctional facility. Because the department is under a court order not to use safety cells, inmates are regularly cuffed and shackled in their housing unit wearing only a safety garment. While this does not appear to rise to the level of non compliance, inmates are restrained for periods of time for inmate and staff safety. It is recommended that this practice is continually reviewed to ensure Title 15 Section 1058 –Use of Restraints Devices regulations are met.

During the last inspection cycle some inmates were classified based on their zip code. Such classification does not meet the classification requirements in Title 15. A close review of classification was conducted specific to zip code placement. While a few inmates fell in that category, it is clear that it was a mistake and is not how inmates are typically classified. It is recommended that continued review occurs to ensure inmates are properly classified for their safety and the safety of staff. The facility is now in compliance with Title 15 § 1050 Classification.

There is no evidence that regular outdoor exercise is occurring. Staff clearly articulated that it is the mental health staff's decision whether certain inmates get recreation (when it will not interfere with mental health programming), which violates the requirements of Title 15 § 1065 Exercise and Recreation.

The staff was well prepared for the on site visit. Captain Carrie Stuart and designated staff participated in the inspection process. It should be noted many changes have been implemented under Captain Stuart's and Lt. Morejon's command. Those changes greatly improved the overall operation of the facility. There have been a number of issues that were historically non-compliant until they were assigned to the facility.

We found the facility out of compliance with the following regulations:

There were no Title 15 areas of non-compliance specific to this facility.

System wide areas of Title 15 Regulation non compliance:

Title 15 § 1027 Number of Personnel: See content in letter and checklist.

Title 15 § 1073 Grievance: See comments in the checklist.

Title 15 § 1065 Exercise and Recreation

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion.):

Title 24, Section 470A.2.6 Single Occupancy Cells: Single occupancy cells are doubled.

Title 24, Section 470A.2.8 Dormitories: Dormitory capacity is exceeded.

Title 24, Section 470A.2.9 Dayrooms: Dayrooms capacity is exceeded.

Title 24, Sections 470A.3.4 Showers: Plumbing ratios are exceeded due to crowding beyond RC.

Century Regional Detention Facility (CRDF-ID)⁷

The on-site inspection occurred on July 20, and August 10, 2011. On March 26, 2006, CRDF opened up as a female facility. The RC at CRDF is 1,588. At the time of our inspection, the facility housed 1,643 inmates which is down from the last inspection cycle when 2,137 female inmates were housed.

CRDF is designed to allow inmates access to the recreation yard whenever the inmates are in the dayroom. However, there are a few housing areas that do not have continuous or free access to the recreation yard and staff is requiring the inmates to ask to go the recreation yard. Title 15 regulations identify the minimum amount of exercise and recreation time that is allowed to inmates each week. It is clear inmates at CRDF are not allowed recreation time unless they ask to go to the outdoor recreation yard. A formal schedule was not identified during our inspection and many of the staff could not articulate the recreation schedule. Further some staff felt it was the inmates' responsibility to ask for recreation opposed to staff having a clear schedule and offering recreation to the inmates. Finally, many of the inmates in certain housing areas are only afforded 60-90 minutes of dayroom time each day. During this time inmates are expected to shower, use the phone, and ask for outdoor recreation etcetera in this short time frame. After interviewing staff and inmates it is clear many inmates are not getting enough dayroom time to ensure other services are provided. It is highly recommended that staff is trained and held accountable to ensure the operations are consistent with the department policy and procedures. The facility is out of compliance with *Title 15 § 1065 Exercise and Recreation*.

CRDF is very crowded in certain housing areas of the facility; therefore it is very important to ensure the inmates are receiving services that may clearly reduce frustration with the inmates. The jail setting is an already volatile environment; requiring inmates to be confined to their room or bed for 22-23 hours per day may lead to a dangerous situation. Again, CRDF is a well designed facility that allows staff to efficiently manage the population. It is understood the department has made some changes since our site visit. It is recommended that CSA perform another site visit in 60-90 days to review operations and the new practices implemented.

⁷ The Century Type I Booking Center was separated from the Century Regional Detention Facility (Type II) during the 1998-2000 inspection. This was done because juveniles are occasionally brought into the Type I Booking Center for photographing and printing, prior to being held in non-secure detention in the nearby Century (Patrol) Station Jail. Other than minors transferred to adult court as 707.1 and some exceptions for using an intoxalizer, WIC 207.1 prohibits minors from entering a Type II jail. If statute is modified in the future, consideration can be given to recombining the facilities, but their separation has no known impact on operations. The Century Type I Booking Center is under the Custody Division command structure, while the Century Station Jail is within the Patrol Division.

We found the facility out of compliance with the following regulations:

There were no Title 15 areas of non-compliance specific to this facility.

System wide areas of Title 15 Regulation non compliance:

Title 15 § 1027 Number of Personnel: See content in letter and checklist.

Title 15 § 1073 Grievance: See comments in the checklist.

Title 15 § 1065 Exercise and Recreation

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion.):

Title 24, Section 470A.2.8 Dormitories: Dormitory capacity is exceeded.

Title 24, Section 470A.2.9 Dayrooms: Dayrooms capacity is exceeded.

Title 24, Sections 470A.3.4 Showers: Plumbing ratios are exceeded due to crowding beyond RC.

Century Type I Booking (CRDF-I)

The on-site inspection occurred on August 10, 2011. There are two single/double occupancy housing areas in this Type I facility, in addition to holding and detox/sobering cells in the intake area. The outdoor recreation yard was converted to program space and cubicles for staff. In the event the department wants to utilize this area as part of the type II facility the yard must be converted back for inmate use. The RC for the housing area is 80. The facility had 14 beds over rated capacity at the time of the inspection. The facility has been bifurcated in to two facilities, CRDF Type II and CRDF Type I. Operationally both areas of CRDF can be identified as a Type II under its current operation; neither operation will be required to change. All the data and reporting to our office is under the Type II, therefore we cannot separate the data in to the two different facilities. Further the LASD medical staff does not provide service to the Type I facility even though they are all under the same roof. Emergency services and transportation is used to provide medical services to the inmates in the Type I part of the facility. While originally part of the CRDF facility was identified as a Type I because minors were being photographed and printed at the facility due to interpretation of Welfare and Institutions Code 207.1, this explanation is no longer valid. Minors are not held at the Century Type I facility. Minors are escorted by a peace officer to the Type I facility for photographs and finger printing and taken back to the sub-station for secure or non secure detention. So long as the minor is being brought to the facility for the sole purpose of the photograph and printing process and is escorted by staff with constant supervision to limit contact with adult prisoners, the department is operating within state and federal statute. It is recommended that the department review the status of both facilities and consider operating as one.

The facility staff has created a sober cell log that is kept separately for the purpose of review, which is an improvement since the last inspection. Unfortunately, the log is not regularly reviewed to ensure policy and regulation is met and that the form is properly filled out. While there is great

improvement, there is not enough consistency with the documentation to determine compliance. The facility is out of compliance with Title 15 § 1056 Use of Sobering Cells.

Sgt Gregory Key participated throughout the inspection process and documentation was readily available and staff answered questions and offered clarification during our review.

We found the facility out of compliance with the following regulation:

Title 15 § 1056 Use of Sobering Cell.

System wide areas of Title 15 Regulation non compliance:

Title 15 § 1027 Number of Personnel: See content in letter and checklist.

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion.):

Title 24, Section 470A.2.9 Dayrooms: Dayrooms capacity is exceeded.

Title 24, Sections 470A.3.4 Showers: Plumbing ratios are exceeded due to crowding beyond RC.

Peter Pitchess East Facility

The on-site inspection occurred on July 19, 2011. The facility housed 1,052 inmates at the time of inspection, in excess of the rated capacity of 926. The facility is triple bunked. There was a plan during the last inspection cycle to bifurcate the recreation yard in order to get the different classifications out to recreation according to regulation. The modifications to the recreation yard have not occurred. The facility has fallen out of compliance with Title 15 § 1065 Exercise and Recreation. Although the facility is old, it appeared to be clean and in good order the day of our inspection.

Staff was well prepared for the on site visit. Captain Ray Leyva and designated staff participated throughout the inspection. Documentation was readily available and staff answered questions and offered clarification during our review.

We found the facility out of compliance with the following regulation:

There were no Title 15 areas of non-compliance specific to this facility.

System wide areas of Title 15 Regulation non compliance:

Title 15 § 1027 Number of Personnel: See content in letter and checklist.

Title 15 § 1065 Exercise and Recreation: See content in letter and checklist.

Title 15 § 1073 Grievance: See content in letter and checklist.

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion.):

Title 24, Section 470A.2.8 Dormitories: Dormitory capacity is exceeded.

Title 24, Section 470A.3.4 Showers: Shower ratio is exceeded.

Peter Pitchess North Facility

The on-site inspection occurred on July 19, 2011. The facility housed 5 civil inmates at the time of inspection, the rated capacity is 768. The majority of the facility was not occupied and is being refurbished. This facility needs current fire, health and medical, environmental and nutrition inspections. We found the facility to have no areas of non-compliance with its very limited use. The inmates appeared to be receiving all services required by regulation.

Peter Pitchess South Facility

The on-site inspection occurred on July 19, 2011. At the time of the inspection, the South Facility housed 537, the RC is 846. See comments under the medical heading of this report for further comment on medical services at the facility. This facility is at partial operation since the last inspection cycle. Many refurbishing and maintenance activities have occurred at facility since our last inspection. We toured the new barber shop and inmate service area of the facility. Several programs are built in to this facility, meaning certain housing areas represent a particular program. Most of the population is involved in a program in some capacity.

Although the facility is old, it appeared to be clean and in good order the day of our inspection. The facility was not deemed out of compliance for exercise and recreation due the nature of its operation. Doors to the dorms are typically not locked and inmates may move somewhat freely.

Staff was well prepared for the on site visit. Lt. Randall Olson and designated staff participated throughout the inspection. Documentation was readily available and staff answered questions and offered clarification during our review.

There were no areas of non-compliance specific to this facility.

System wide areas of Title 15 Regulation non compliance:

Title 15 § 1027 Number of Personnel: See content in letter and checklist.

Title 15 § 1073 Grievance: See comments in the checklist.

Although the population is way down, some dorms are operated over rated capacity, therefore there is a few physical plant compliance issues.

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion.):

Title 24, Section 8227 Multiple Cells: These were authorized in early regulations and are only applied to some areas of the facility.

Title 24, Sections 470A.3.1, 3.2 and 3.4 Toilets-Urinals, Washbasins and Showers: Plumbing ratios are exceeded due to crowding beyond RC.

North County Correctional Facility (NCCF)

The on-site inspection occurred on July 20, 2011. The facility housed 3,512 inmates at the time of inspection, in excess of the BRC of 2,208 inmates. See comments under the medical heading of this report for comment on facility operation. The facility was well maintained and in order the day of our inspection.

Review of the outdoor recreation and exercise log revealed lack of consistent documentation for inmates going to the outdoor recreation area. Staff explained this as a staffing issue and at times there is not enough staff to operate the recreation yard. The facility is out of compliance with Title 15 Section 1065 Exercise and Recreation.

Staff was well prepared for the on site visit. Captain Victor Trujillo and designated staff participated throughout the inspection. Documentation was readily available and staff answered questions and offered clarification during our review.

We found the facility out of compliance with the following regulations:

There were no areas of non-compliance specific to this facility.

System wide areas of Title 15 Regulation non compliance:

Title 15 § 1027 Number of Personnel: See content in letter and checklist.

Title 15§ 1065 Exercise and Recreation. See content in letter and checklist

Title 15 § 1073 Grievance: See comments in the checklist.

Physical Plant (See Physical Plant and Living Area Space Evaluations for further discussion.):

Title 24, Section 470A.2.8 Dormitories: Dormitory capacity is exceeded.

Title 24, Section 470A.2.9 Dayrooms: Dayrooms capacity is exceeded.

Title 24, Sections 470A.3.4 Showers: Plumbing ratios are exceeded due to crowding beyond RC.

Compliance Plan:

It is our understanding that the response to the recommendations and areas of non-compliance noted in this report will be coordinated through Custody Support Services Unit, as has been done in previous inspections. Please provide us with this response, including the response to the most recent health inspection⁸ by November 15, 2011.

This concludes our inspection report. Thank you for the cooperation and assistance of your staff throughout the inspection process. Chiefs Yim and Burns are actively involved in the inspection process and the improvements of the system overall reflect their continued dedication and commitment to the operation of efficient and effective facilities. Although there are some areas of

⁸ Include all three sections of the health inspection: environmental health, nutrition and medical/mental health.

operation that need to be addressed, the massive system is an impressive one. The most significant difference from this inspection cycle and the last cycle is the consistency of all facilities. The areas of non-compliance were primarily system side, meaning all of the jails are operating somewhat consistent with each other. Overall your staff demonstrated the utmost respect and professionalism during our visit. I look forward to working with your staff in the future. Please contact me to discuss any questions or when we can be of assistance.

Sincerely,



Magi Work, Field Representative
Facilities Standards and Operations Division
(916-327-3967; E-mail: magi.work@cdcr.ca.gov)

cc: Chief Alexander Yim, Correctional Services Division
Chief Dennis Burns, Custody Operations Division
Chair, Board of Supervisors, Los Angeles County*
County Administrator, Los Angeles County*
Presiding Judge, Los Angeles County*
Grand Jury Foreman, Los Angeles County*

*Letter only; copies of this inspection are available upon request.

Attachment A

Local Fire and Health Department Inspections (As of 8/25/2011)

Los Angeles County Sheriff's Department Custody Operations and Correctional Services Divisions Detention Facilities

<i>BOC Code</i>	<i>Facility Name</i>	<i>Inspection Date</i>
1320	LA Central Jail	
	Fire and Life Safety.....	12/9/2010
	Health-Medical/MMH.....	6/7/2011
	Health-Environmental	9/5/2008
	Health-Nutrition	6/10/2005
1325	LA Twin Towers Correctional Facility	
	Fire and Life Safety.....	10/21/2009
	Health-Medical/MMH.....	6/3/2011
	Health-Environmental	11/2/2008
	Health-Nutrition	7/27/2006
1330	LA Inmate Reception Center	
	Fire and Life Safety.....	9/23/2010
	Health-Medical/MMH.....	5/20/2011
	Health-Environmental	9/16/2008
	Health-Nutrition	6/29/2006*
1395	LA North County Correctional Facility	
	Fire and Life Safety.....	6/18/2009
	Health-Medical/MMH.....	5/28/2011
	Health-Environmental	2/25/2009
	Health-Nutrition (no inspection report)	6/13/2006
1400	LA Pitchess East Facility	
	Fire and Life Safety.....	6/16/2009
	Health-Medical/MMH.....	5/26/2011
	Health-Environmental	9/17/2008
	Health-Nutrition	8/14/2006*

Attachment A
Page 2 of 2

<i>BOC Code</i>	<i>Facility Name</i>	<i>Inspection Date</i>
1410	LA Pitchess South Facility (North Annex)	
	Fire and Life Safety.....	6/15/2009
	Health-Medical/MMH.....	5/26/2011
	Health-Environmental.....	8/21/2008
	Health-Nutrition	8/21/2008*
1415	LA Pitchess North Facility	
	Fire and Life Safety (no inspection report)	7/31/2007
	Health-Medical/MMH.....	7/3/2007
	Health-Environmental.....	8/28/2007
	Health-Nutrition	8/15/2006*
1445	LA Century Reg. Detention Facility	
	Fire and Life Safety.....	7/27/2011
	Health-Medical/MMH.....	5/13/2011
	Health-Environmental.....	8/2/2011
	Health-Nutrition	8/2/2011
1530	LA Century Type I Booking Center	
	Fire and Life Safety.....	4/4/2007
	Health-Medical/MMH.....	5/13/2011
	Health-Environmental.....	8/2/2011
	Health-Nutrition	1/1/2007*

Red indicates inspections that are not current.

* This facility may not require a nutrition inspection if food is not prepared at the specified facility.

Attachment B
Rated Capacity and Facility Population
June 2011 CSA Inspection
Los Angeles County Sheriff's Department
Custody Operations and Correctional Services Divisions Detention Facilities

Facility	RC ⁱ	MMH & Discipline Beds ⁱⁱ	2004-2006 Inspection Date	Population on Inspection Date
Inmate Reception Center ⁱⁱⁱ	336	0	June 27, 2011	149
Central Jail	5,108	638	June 29, 2011	4480
Twin Towers ^{iv}	2,244	292	June 28, 2011	2757
Century (Type II)	1,588	0	July 20, 2011	1643
Century (Type I Booking Ctr.)	80	0	July 20, 2011	Not reported
Pitchess – East	926	Not Reported	July 19, 2011	1052
Pitchess–North	768	Not Reported	July 19, 2011	5
Pitchess – South ^v	846	Not Reported	July 19, 2011	537
North County (NCCF)	2,208	Not Reported	July 20, 2011	3512

ⁱ Rated Capacity (BRC) is primarily based on Title 24 physical plant regulations that were in effect at the time a facility was designed. The oldest LASD facilities are evaluated against the “1963” Board of Corrections (BOC) regulations, the earliest available for such purposes. The CSA (formerly BOC) may evaluate systems to increase rated capacities based upon later regulations that are “less restrictive” than those in place at the time of design; however, higher capacities can only be established when departments also meet applicable operational regulations and can demonstrate that they are sufficiently staffed on an ongoing basis to safely operate their facilities at the higher rating. It is recognized that the BRC is not a “constitutionally based” maximum. On a case-by-case basis, courts have deviated from the RC to establish a different and generally higher operating capacities. This occurred in some LASD facilities during past litigation (e.g., CJ has a court established capacity that we understand is approximately 6,800).

ⁱⁱ Medical, Mental Health and disciplinary beds are excluded from the RC pursuant to Title 15, Section 1006, which defines rated capacity as “...the number of inmate occupants of which a facility's single and double occupancy cells or dormitories, except those dedicated for health care or disciplinary isolation housing, were planned and designed in conformity to the standards and requirements contained herein and in Title 24.” MMH and disciplinary beds are excluded because they are not designed or available for general population housing.

ⁱⁱⁱ Effective 1/8/05, IRC assumed operation of the TTCF Units 231/232 to provide a bunk for inmates whose processing is delayed. At the 2005 inspection, we identified the IRC as a “Type II” facility because it is the intake area for the entire detention system. This was done with the recognition that many of the Type II operational requirements (e. g., visiting, exercise, programs) will be met by the housing facility after processing.

^{iv} One hundred ninety-six beds are in the Correctional Treatment Center (CTC) in the Medical Services Building and TTCF has 96 disciplinary beds. While other units in TTCF are used for inmates with varying levels of mental health needs, they are designed to housing standards and are essentially available for general population housing. To date, they have been included in the BRC. The RC does not include the inmates or the beds in the locked unit at the LA County Medical Center (LCMC). In 2005 the TTCF RC was changed from 2,628 to 2,244 to adjust for the housing units transferred to IRC management.

^v The RC was reduced from 910 to 846 to delete 64 beds when Dorms 41 and 42 were converted to dining.

Los Angeles Sheriff's Department

Correctional Services Division and Custody Operations Division

California Corrections Standards Authority 2010-2012 Biennial Facility Inspections

July 2011

Inmate Reception Center CSA #1330

Mens Central Jail CSA #1320

Twin Towers Correctional Facility CSA #1325

Century Regional Detention Facility CSA #1445

Century Type I Booking Center CSA #1530

Peter Pitchess East Facility CSA #1400

Peter Pitchess North Facility CSA #1415

Peter Pitchess South Facility CSA #1410

North County correctional Facility CSA #1395



California Corrections Standards Authority

600 Bercut Drive

Sacramento CA 95811

www.csa.ca.gov

Magi Work, Field Representative

(916) 327-3967

Title 15 Policy and Procedure Checklist

Adult Regulations

All Facilities

**CORRECTIONS STANDARDS AUTHORITY - 2008-2010 BIENNIAL INSPECTION REPORT - TITLE 15 PROCEDURES
LOS ANGELES SHERIFF'S DEPARTMENT CUSTODY OPERATIONS AND CORRECTIONAL SERVICES DIVISION FACILITIES¹**

FACILITY: L. A. Inmate Reception Center (IRC)	TYPE: II ²	CSA #: 1330	DATE: June 27, 2011
PERSONS INTERVIEWED: Sgt. Dave Geopforth and Captain Chuck Antuna			
FACILITY: L. A. Central Jail (CJ)	TYPE: III	CSA #: 1320	DATE: June 29, 2011
PERSONS INTERVIEWED: Lt. Dan Fedele and Captain Ralph Ornelas			
FACILITY: L. A. Twin Towers Correctional Facility (TTCCF)	TYPE: III	CSA #: 1325	DATE: June 28, 2011
PERSONS INTERVIEWED: Deputy Christina Shilinga, Lt. Elir Morejon, and Captain Carrie Stewart			
FACILITY: L. A. Century Regional Detention Facility (CRDF-II)	TYPE: II	CSA #: 1445	DATE: August 10, 2011
PERSONS INTERVIEWED: Captain Stacy Lee, Lt. Judy Anderson, Sgt. David Haney			
FACILITY: L. A. Century Type I Booking (CRDF-I)	TYPE: IJ	CSA #: 1530	DATE: August 10, 2011
PERSONS INTERVIEWED: Sgt. Gregory Key and Captain Stacy Lee			
FACILITY: L. A. Peter Pitchess East Facility (East)	TYPE: II	CSA #: 1400	DATE: July 19, 2011
PERSONS INTERVIEWED: Captain Ray Leyva, Lt. Clay Portier, Sgt. Valerie Silgero and Sr. Vincent Romero			
FACILITY: L. A. Peter Pitchess North Facility (North)	TYPE: II	CSA #: 1415	DATE: July 19, 2011
PERSONS INTERVIEWED: Captain Randal Stover and Lt. Randall Olson			
FACILITY: L. A. Peter Pitchess South	TYPE: II	CSA #: 1410	DATE: July 19, 2011
PERSONS INTERVIEWED: Lt. Randall Olson, Deputy Branlee Moore and Deputy Mauricio Flores			
FACILITY: L. A. North County Correctional Facility (NCCCF)	TYPE: II	CSA #: 1395	DATE: July 20, 2011
PERSONS INTERVIEWED: Deputy David Judge and Captain Victor Trujillo			
FIELD REPRESENTATIVE: Magi Work			

¹ Biscailuz Recovery Center (BOC # 1340) was closed in June 2002 due to budget constraints; Pitchess South Facility (BOC # 1410) was partially operational as the "North Annex" at the time of the inspection, and Century Regional Detention Facility (Type II) was also partially operational, housing programs from Biscailuz.

² In 2005 the BOC changed the facility designation from a temporary holding to a Type II facility to reflect that it is an intake area for the other facilities in the system; it now provides beds in Units 231-232 for prisoners when processing is delayed.

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
1020 CORRECTIONS OFFICER CORE COURSE³	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Department participates in the Standards and Training for Corrections (STC) program. The CSA filed representative Wayne Landberg is recommending "Substantial Compliance" for the 2010-2011 cycle and Compliance was granted the 2009-2010 training cycle. NCCF: 05-000/00
In addition to provisions of Penal Code Section 831.5, all custodial personnel have successfully completed the "Corrections Officer Core Course" as described in Section 179 of Title 15, CCR, within one year of assignment. Custodial personnel may substitute 832.3 PC training and the "Corrections Officer Basic Academy Supplemental Core Course" as described in Section 180, Title 15, CCR as an alternative.											
1021 JAIL SUPERVISORY TRAINING	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
All supervisory custodial personnel have completed the STC or POST supervisory training within one year of assignment.											
All supervisory custodial personnel have completed the "Corrections Officer Core Course" identified in Section 1020. <i>(The intent is that core training be completed prior to assuming supervisory responsibilities.)</i>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
1023 JAIL MANAGEMENT TRAINING	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
All jail management personnel have completed either the STC or the POST management course specified in Section 182, Title 15, CCR within one year of assignment.											
1025 CONTINUING PROFESSIONAL TRAINING	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	For purposes of this inspection, compliance reflects review of STC documentation.
With the exception of any year that a core training module is successfully completed, all facility/system administrators, managers, supervisors and custody personnel have successfully completed the annual required training											

³ For STC participating agencies, consistency with training sections 1020, 1021, 1023 & 1025 is annually assessed by the STC Division. Unless otherwise indicated, the regulatory intent is for training to occur within one year from the date of assignment.

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
specified in Section 184, Title 15, CCR.										
1027 NUMBER OF PERSONNEL There are sufficient personnel on duty at all times (whenever there is an inmate in custody) to ensure the implementation and operation of all programs and activities required by these regulations.	NO	NO	NO	NO	NO	NO	NO	NO	NO	The overall jail population has decreased significantly since the last inspection cycle. CRDF-II & I: continues to transport a large number of inmates for medical services outside of the facility, even though there is heavy deployment of medical staff at this facility. EAST and SOUTH: continues to transport an excessive number of inmates to the NCCF facility or hospital for medical services, which takes staff away from the operations of the facility, daily. NCCF: Although there is heavy deployment of medical staff at this facility during the day shift, a large number of inmates are transported for medical services outside of the detention facility. North: this facility on had 5 civil commitment inmates housed, the remainder of the facility was not used during this inspection cycle.
There is a written plan that includes the documentation of hourly safety checks.	NO	NO	NO	NO	NO	NO	NO	NO	NO	Custody Detention Manual (CDM) 4-11/030 & 020; 5-14/100.00. Reviewed "Title 15 Uniform Daily Activity Logs" (UDAL). All facilities are non-compliant with hourly checks, see reference in body of inspection letter. CJ: 3-07-010 TTCF: 5-03-070; 5-08-140 & 141; 5-030-03 CRDF I & II: 3-08-040 EAST: 3-01-080 NORTH & N. ANNEX: 3-75-130 NCCF: 07-075/10
There is at least one employee on duty at all times, who shall be immediately available and accessible with the ability to respond to any inmate in the event of an emergency.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 3-01/020.00

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
Whenever one or more female inmates are in custody, there is at least one female employee immediately available and accessible. <i>Note: Reference PC § 4021.</i>		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Reviewed schedules.
A staffing plan is available which indicates personnel assigned and their duties.		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Budget process.
1028 FIRE AND LIFE SAFETY STAFF Whenever there is an inmate in custody, there is at least one person on duty at all times who meets the CSA training standards for general fire and life safety. There is at least one person on duty who trained in fire and life safety procedures that relate specifically to the facility.											CDM-3-14/070.00 -each facility has unit orders addressing fire life and safety. Emergency Manual at each facility.
1029 POLICY AND PROCEDURES MANUAL ⁴ There is a published manual of policies and procedures for the facility that addresses applicable regulations and includes:		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	There is a Department Manual of Policies and Procedures (MPP) and a comprehensive Custody Division Manual (CDM). Both are maintained and available on the intranet. Command inspections meet the requirement for an annual security review, as required by this regulation. Facilities maintain unit orders pertaining to their operations. The Custody Services Division continues to review unit orders for consistency with the CDM.
Table of organization, including channels of communications;		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 2-03/000.00
Inspections and operations reviews by the facility administrator/manager;		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 3-06/020.00 Facility Inspections
Use of force;		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-09/430.00 most recent update 2/11
Use of restraint equipment, including the restraint of pregnant inmates; <i>Note: Reference PC § 6030(f)</i>		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-03/130.00

⁴ Procedures related to security and emergency response may be in a separate manual to ensure confidentiality by limiting general access.

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
Screening newly received inmates for release; <i>Note: Reference PC § 849(b)(2) and 853.6</i>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	MPP 5-03/119.00
Security and control, including: Physical counts of inmates;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM: Key Control-3-06/130.00
Searches of the facility;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Contraband/Searches- 5-08/010.00
Searches of inmates;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Counts- 5-05/010.00
Contraband control; and,	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Admin Annual Review- 7-05/000.00
Key control.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
At least annually, the facility administrator reviews, evaluates and documents internal and external security measures.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Emergency procedures, including: Escapes;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 3-14/050.00-Each facility has an emergency manual on site that covers these areas of regulation.
Disturbances;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Taking of hostages;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Civil disturbance;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Natural disasters;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 3-03/010.00, storage and use of weapons
Periodic testing of emergency equipment;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Storage, issue and use of weapons, ammunition, chemical agents; and,	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Storage, issue and use of security devices.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Suicide prevention; and,	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Segregation of inmates.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM-5-02/040.00
The manual is available to all employees.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 1-000/000.00, Computer access, Intranet.
The manual is comprehensively reviewed and updated at least every two years.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 1-02/000.00; CSS continuously reviews department manuals. IRC: 1-02-002

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
1032 FIRE SUPPRESSION PREPLANNING	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 3-14/000; 070; 3-13/050 & 060 - emergency procedures include fire prevention and other emergencies IRC: 4-09/000; 4-01 through 4-15 Emergency Procedures CJ: 3-07-020; 3-13-020, 040, 060; 3-14-010, 020 & 030 TTCF: 3-13-020; 021; 3-13-100; 3-14-010; 3-07-020; 3-08-050; Emergency Procedures Workbook; training bulletins; emergency shut-off video CRDF I & II: 3-13-010, 030; 3-14-010 EAST: 4-01-020, 060; 070; NORTH & SOUTH 3-07-010; NCCF: 08-060/00; Building Emergency Coordinator Manual 08-030/00
There is a fire suppression pre-plan that has been developed in consultation with the responsible fire authority and includes: <i>Note: Reference PC § 6031.1</i>											UDAL- documents daily inspections by module staff at all facilities. IRC: Documented in "Fire Book" in the logistics office CJ: UDAL TTCF: Training staff does monthly fire drills that include inspection of key areas; records reviewed with the training staff. EAST: Training Deputy maintains. NORTH & N. ANNEX: Fire drills by staff NCCF: Security checklist for each shift; fire drills with training staff
	Monthly fire and life safety inspections by facility staff with a two-year retention of the inspection record;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Fire prevention inspections at least once every two years; <i>Note: Reference Health and Safety Code Section 13146.1(a) and (b);</i>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NO	Yes	Yes	Current Fire Inspections with the exception of North facility (holding 5 inmates) last inspected according to CSA records is 7/31/2007.
An evacuation plan; and,	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Each facility has a fire and life safety manual that includes evac. plans
A plan for the emergency housing of inmates in the event of a fire.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	See above note.

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
1040 POPULATION ACCOUNTING	The facility maintains an inmate demographics accounting system, which reflects the monthly average daily population of sentenced and unsentenced inmates by categories of male, female, and juvenile.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 3-08/000.00 NCCF: 07-105/01 Population accounting is tracked by IRC.
	The Jail Profile Survey information is provided to the CSA.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-05/030.00 Correctional Services Division reports data to the CSA.
1041 INMATE RECORDS	There are written policies and procedures for the maintenance of individual inmate records which include intake information, personal property receipts, commitment papers, court orders, reports of disciplinary action taken, medical orders issued by the responsible physician and staff response, and non-medical information regarding disabilities and other limitations.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-09/010-Discipline; CDM 4-12/000 Specifies separation of MMH from custody records; MPP 02-09/050 identifies IRC roles in maintaining records. There are numerous cites in CDM and Unit Orders regarding documentation requirements, location and retention.
1044 INCIDENT REPORTS	There are written policies and procedures for the maintenance of written records of all incidents that result in physical harm, or serious threat of physical harm, to an employee, inmate or other person. Such records include names of persons involved, a description of the incident, actions taken, and date and time of the occurrence.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM: 7-29/000; 7-34/000; 7-52/000; and 4-07-010. The term "incident report" is typically associated with inmate discipline. There are several policies that require reports to be written. For inmate injury there is a medical report, for crimes, there is a crime report, etc. incidents aren't always a discipline matter. While the department is "technically" in compliance, it is strongly recommended that a single policy is developed to addresses "incidents" while in custody" so staff is clear when a report needs to be written.
	Written record is prepared by appropriate staff and submitted within 24 hours of the incident.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	IRC: 5-08/006.00 & 5-08/007 CRDF I & II: 4-2-010 & 011 EAST: 4-01-05 NORTH & N. ANNEX: 5-24-190 NCCF: 02-010/000 Report & Routing Procedures

TITLE 15 PROCEDURES – L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
1045 PUBLIC INFORMATION PLAN	The facility has suitable written policies and procedures for the dissemination of information to the public, government agencies and news media.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	MPP 3-09/090.10 - Practice indicates all information required is available. Reviewed Information at all facilities. Inmate rule book. Each facility has a public information binder at the entrance, which includes Title 15 and facility rules.
	Title 15, CCR, Minimum Standards for Local Detention Facilities is available for review by the public and inmates.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Facility rules and procedures affecting inmates as specified in this section are available to the public and inmates.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
1046 DEATH IN CUSTODY	Written policy and procedures assure that there is a review of each in-custody death. The review team includes the facility administrator and/or manager; the health administrator; the responsible physician; and other health care and supervision staff who are relevant to the incident.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM-4-10/050.00
	When a minor dies in a facility, the administrator of the facility provides the Corrections Standards Authority with a copy of the death in custody report that is submitted to the Attorney General ⁵ , within 10 days of the death. <i>Note: Reference Government Code § 12525</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Minors are not held in the LASD Type II detention facilities or the Century Type I
1050 CLASSIFICATION PLAN	The facility has a written classification plan designed to properly assign inmates to housing units and activities.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM-5-01/010.00, 1-01/000.00
	Includes receiving screening performed at intake by trained personnel.	Yes	N/A	Yes	N/A	Yes	N/A	N/A	N/A	N/A	CDM 5-03/030.00
	Includes maintenance of a record of each inmate's classification level, housing restrictions and housing assignments.	Yes	N/A	Yes	N/A	Yes	N/A	N/A	N/A	N/A	MPP 3-07/150.40, Maintenance of records is apparent. The classification plan/policy needs to address the maintenance of records.
	The facility has an actively functioning classification system and/or classification committee as specified.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	A classification unit at the IRC.

⁵ Government Code § 12525

TITLE 15 PROCEDURES – L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
The classification plan includes a channel of appeal by the inmate to the facility manager.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Inmates sentenced to more than 60 days may request a review no more than 30 days from the last review.										
1051 COMMUNICABLE DISEASES	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
There are written policies and procedures, which require that all inmates with suspected communicable diseases are segregated until a medical evaluation can be completed.										CDM 4-08/000; 5-03/030; referred to medical staff in the IRC when identified at booking and to facility medical staff when identified elsewhere. The Divisions continue to work closely with DHS to respond to MRSA concerns. IRC: 5-11/005 CJ: 5-08-040 TTCF: 5-09-300; 3-06-030 CRDF I & II: 5-09-10 EAST: Transfer to NCCF NORTH & N. ANNEX: Transfer to NCCF NCCF: 07-170/10
In absence of medically trained personnel at the time of intake into the facility, an inquiry is made to determine if the inmate has or has had any communicable diseases, or has observable symptoms of communicable diseases, including but not limited to tuberculosis or other airborne diseases, or other special medical problems identified by the health authority.	Yes	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	Medical staff is on site at IRC 24 hours/day and screen inmates with suspected communicable diseases or other medical concerns.
Inmate's response is noted on booking form and/or screening device.	Yes	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	

TITLE 15 PROCEDURES – L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
1052	MENTALLY DISORDERED INMATES There are written policies and procedures for the identification and evaluation of all mentally disordered inmates. An evaluation by health care staff occurs within 24 hours of identification or at the next daily sick call, whichever is earliest. Segregation is used only to protect the safety of the inmate or others.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM: 5-01/050; 5-03/030; 4-05/000; MH staff at IRC 24 hours/day where ID typically occurs; MH observation at TTCF, with higher levels of care in the CTC. IRC: 2-05/002.10 CJ: 5-08-040 TTCF: 5-08-020, -070 & -090, 5-018-300; 5-17-030 CRDF I & II: Would not be held. EAST: 3-4-020; transferred to NCCF NORTH & N. ANNEX: 5-08-140; transferred to NCCF NCCF: 07-170/35 Would be referred to medical for evaluation; typically taken to CJ, TTCF or CTC.
	There are provisions for transfer of such inmates to a medical facility for diagnosis, treatment, and evaluation of such suspected mental disorder, pursuant to Section 1209, Title 15, CCR.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Transferred to the CTC for evaluation and treatment decisions
1053	ADMINISTRATIVE SEGREGATION There are written policies and procedures that provide for administrative segregation of inmates who are determined to be prone to: escape; assault staff or other inmates; disrupt operations of the jail; or, are likely to need protection from other inmates.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	N/A	Yes	CDM 5-2/040.00 IRC: 8-39/000 & 8-40/00; distinctions in holding cell use; Ad-Seg technically does not apply here-separation, while in holding, is provided. CJ: 5-17/000 – Class. & Housing TTCF: 5-17.010, 011. 012 & .300; 5-04-320
	The administrative segregation consists of separate and secure housing with no deprivation of privileges other than those necessary to obtain the objective of protecting inmates and staff.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	N/A	Yes	

TITLE 15 PROCEDURES – I. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
1055 USE OF SAFETY CELL	The safety cell, specified in Title 24, Part II, Section 1231.2.5, is used only to hold inmates who display behavior that results in the destruction of property or reveals an intent to cause physical harm to self or others.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	There is one safety cell in the Medical Services Building CTC that is used, which is provisionally licensed under the State DHS and not inspected by the CSA. Although this cell was required for licensure, we were advised that it is not used. The text of this regulation was deleted from this checklist.
1056 USE OF SOBERING CELL	The sobering cell, specified in Title 24, Part II, Section 1231.2.4, is used for holding inmates who are a threat to their own safety or the safety of others due to their state of intoxication and pursuant to written policies and procedures.	Yes	N/A	N/A	N/A	NO	N/A	N/A	N/A	N/A	Sobering cells are at IRC and the CRDF Type I Booking facility. Policies are consistent with regulation, however, CRDF Type I is keeping a separate log for supervision review, unfortunately the log is not filled out completely and checks are not routinely documented. CSA was able to review logs for inmates that were held in the sober cell while under the influence at the IRC and all logs reviewed looked complete and well maintained, with a supervisor signing off on the <i>completed</i> log.
Intermittent direct visual observation of inmates in sobering cells conducted no less than every half hour.		Yes	N/A	N/A	N/A	NO	N/A	N/A	N/A	N/A	CRDF Type I- The log was sporadically filled out, not enough documentation to verify compliance.
An evaluation by a medical staff person or by custody staff, pursuant to written medical procedures in accordance with Section 1213 of these regulations, occurs whenever any inmate is retained in a sobering cell for more than six hours.		Yes	N/A	N/A	N/A	NO	N/A	N/A	N/A	N/A	CRDF Type I- The log was sporadically filled out, not enough documentation to verify compliance
Such inmates are removed from the sobering cell when they are able to continue with processing.		Yes	N/A	N/A	N/A	NO	N/A	N/A	N/A	N/A	CRDF Type I- The log was sporadically filled out, not enough documentation to verify compliance
1057 DEVELOPMENTALLY DISABLED INMATES	There are written procedures for identification and evaluation of all developmentally disabled inmates.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-08/060. Health Services Policy 205 governs the system. Inmates are identified during the initial IRC intake and evaluated by MMH staff. If inmates are suspected of being DD at the housing facility, they are referred to health services for evaluation. There is a law enforcement liaison with the So. Central LA Regional Facility at TTCF.
A contact to the regional center occurs within 24 hours when an inmate is suspected or confirmed to be developmentally disabled.		Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Would typically occur at IRC.

TITLE 15 PROCEDURES -- L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
1058	USE OF RESTRAINT DEVICES										CDM 5-03/130.00 and 5-03/130.05-Safety Chair
There are written policies and procedures for the use of restraint devices that include:											CDM Policy 5-03/130.5 The restraint chair is used minimally at CRDF. Twin Towers, Mens Central and NCCF. All documentation reviewed looked thorough and complete, consistent with department policy and Title 15 regulations. There is a concern with the general restraint use at Tower I. While it may not rise to the level of compliance, inmates are restrained for long periods of time (hand cuffs and leg shackles) for inmate safety. The restraints are used on inmates with mental disorders. Since the facility is not allowed to use safety cells this is the next option. It is recommended that the practice is under constant review to ensure it is a necessary practice.
acceptable restraint devices;		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
signs or symptoms which should result in immediate medical/mental health referral;		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
availability of CPR equipment;		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
protective housing of restrained persons;		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
provisions for hydration and sanitation needs; and		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
exercising of extremities.		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
Restraints are not used as discipline or as a substitute for treatment.		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
Direct visual observation is conducted and logged at least twice every 30 minutes.		Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	Yes	
Continued retention in such restraints is reviewed every two hours.		Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	
A medical opinion on placement and retention shall be secured as soon as possible but no later than four hours from the time of placement.		Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	Yes	
Medical review for continued retention in restraint devices occurs at a minimum of every six hours.		Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	
A mental health consultation is secured as soon as possible, but no later than eight hours from the time of placement.		Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	
1059	USE OF REASONABLE FORCE TO COLLECT DNA SPECIMENS, SAMPLES, IMPRESSIONS	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	This process is performed at the IRC. IRC Unit Order 9.78.
Policy and procedures describe the use of reasonable force to collect blood specimens, saliva samples, or thumb/palm print impressions from individuals who are required to provide them, but refuse written or oral requests to do so. Policies and procedures address:											

Note: Reference PC § 296

TITLE 15 PROCEDURES - I. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
The use of reasonable force is preceded by documented efforts to secure voluntary compliance, including advisement of the legal obligation to provide the specimen, sample or impression, and the consequences of failing to do so.	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Supervisory authorization is obtained prior to use of reasonable force.	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
If the use of reasonable force includes cell extraction, the extraction is audio-and video-taped and retained by the department, as required by statute.	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Number 05-13 Court Services Division
1061 INMATE EDUCATION PROGRAM Facility administrator has planned and requested an inmate education program from appropriate public officials. When such services are not made available by the appropriate public official, then the facility manager shall develop and implement an educational program with available resources.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM 5-13/130 CJ: 5-23-050 TTCF: 5-23-020 CRDF II: 5-23-020 EAST: 5-23-020 NORTH & N. ANNEX: 5-03-050 NCCF: 07-175/65
Voluntary academic and/or vocational education is available to sentenced and pretrial inmates.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	
1062 VISITING Facility administrator has developed and implemented written policies and procedures for inmate visiting.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM: 5-10/010.00 CJ: 5-15-000 TTCF: 5-15-010; 5-30-030 CRDF-II: 5-15-010 EAST: 3-10-010 NORTH & N. ANNEX: 5-15-010 NCCF: 07-140/00
(TYPE II ONLY) All inmates in Type II facilities are allowed at least two visits totaling at least one hour per week.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	IRC: The IRC has operated TTCF Units 231-232 since January 2005; it is the intake area for the remaining Type II facilities; access to visiting occurs upon transfer to permanent housing.

TITLE 15 PROCEDURES – L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
(TYPE III ONLY) Inmates in Type III facilities are allowed at least one visit totaling at least one hour per week.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	With the closure of Biscailuz, there are no Type III sentenced facilities
(Type I Only) The plan includes a schedule that assures non-sentenced detainees will be afforded a visit no later than the calendar day following arrest.	N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	CRDF-I: With this exception, all other stations are operated by Patrol Services. Visits would be made available upon request.
Visitation procedures include provisions for visitation by minor children of the inmate.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
1063 CORRESPONDENCE The facility administrator has developed written policies and procedures for inmate correspondence. The policy and procedures provide that:	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	MPP 5-03/090; CDM 5-06/070.00; 5-06/080 IRC: Mail would go to the housing facility. CJ: 5-10-000 TTCF: 5-10-010 CRDF I & II: 5-10-010 EAST: 5-01-030 NORTH & N. ANNEX: 5-10-010 NCCF: 07-175/06
There is no limitation placed on the volume of mail an inmate may send or receive.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Included in each facilities unit orders- reviewed all facilities unit orders 2011.
Mail may be read where there is a valid security reason and the facility manager or designee approves.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Included in each facilities unit orders
Jail staff does not review inmate correspondence to or from state and federal courts, any member of the State Bar or holder of public office, and the State Corrections Standards Authority; however, jail staff may open and inspect such mail only to search for contraband, cash, checks, or money orders in the presence of the inmate.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Confidential correspondence with the facility administrator and/or manager is permitted.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-06/080
Inmates without funds are permitted at least two postage-paid letters each week to family and friends.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 13/090.00 Personal Care Items; requires stamps for indigent inmates.

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
Inmates without funds are permitted unlimited postage-paid correspondence with his/her attorney and the courts.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
1064 LIBRARY SERVICES The facility administrator has developed and implemented written policies and procedures for inmate library service which include access to legal reference materials, current information on community services and resources, religious, educational and recreational reading material.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-13/150; 5-13/160 CJ: 5-23-060 & 061 TTCF: 5-23-030 CRDF I & II: 5-23-030 EAST: 5-23-070 & -060 NORTH & N. ANNEX: 5-23-060 NCCF: 7-175/40, 41 & 45
1065 EXERCISE AND RECREATION There are written policies and procedures regarding exercise and recreation.	N/A	NO	NO	NO	NO	NO	NO	Yes	NO	CDM 5-13-120- While there is a sound policy, it is not practiced. All facilities need to develop "one" method for documenting outdoor recreation. Some facilities use the UDAL's, (sporadically), some use roof logs, some facilities generate a separate report that is given to the Captain. CJ: 5-23-041 & 042; TTCF: 5-23-010- Twin Towers I is not receiving the required weekly hours of outdoor recreation. See inspection letter for further comment. CRDF I & II: 5-23-090; access to yard from dayrooms, however some staff at different housing units do not allow inmates go to recreation unless the inmates ask to. This practice would work if there was a schedule that inmates were aware of to identify when recreation is allowed. EAST: 5-01-020; NORTH & SOUTH: 5-23-010- South is in compliance because inmates have outdoor access most of the day. NCCF: 07-175-55; inmates are not regularly getting out to the exercise yard due to minimum staff.
An exercise and recreation program is available to inmates in an area designed for recreation.	N/A	NO	NO	NO	NO	NO	NO	NO	NO	
The program allows a minimum of three hours of exercise distributed over a period of seven days.	N/A	NO	NO	NO	NO	NO	NO	NO	NO	

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
1066 BOOKS, NEWSPAPERS, AND PERIODICALS	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 7-02/00; 5-06/030.00 CJ: 5-10-00; 521001 TTCF: 5-21-310; 5/11-300 CRDF I & II: 5-10-010 EAST: 5-01-030; 5-01-050 NORTH & N. ANNEX: 5-10-010 NCCF: 7-175/05 & 7-175/50
There are written policies and procedures which permit inmates to purchase, receive and read any book, newspaper, periodical, or writing accepted by the United States Post Office except for specified types of publications as determined by the facility administrator.											
(Type I Only) There is a written plan to make available a daily newspaper in general circulation, including a non-English language publication, to assure reasonable access to interested inmates.	N/A	N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	
1067 ACCESS TO TELEPHONE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-13/020 CJ: 5-13-020 IRC: 5-12/003 TTCF: 5-13-010 CRDF I & II: 5-13-010 EAST: 3-01-070 NORTH & N. ANNEX: 5-23-090 NCCF: 7-175-60
There are written policies and procedures that allow reasonable access to a telephone beyond those telephone calls required by Section 851.5 PC.											
1068 ACCESS TO COURTS	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-10/030 CJ: 5-23-061; 5-15-040 TTCF: 4-08-010; 5-17-040; 5-15-020; 5-10-010 CRDF I: 5-15-010 EAST: 5-02-010, 020, 110; 3-10-010 NORTH & N. ANNEX: 5-15-020 NCCF: 06-020/94
There are written policies and procedures to ensure that inmates have access to the courts. Such access shall consist of the following:											
Unlimited mail as provided in Section 1063(f) of these regulations.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	5-06/080.00 Confidential Legal/ Correspondence
Confidential consultation with attorneys.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	

TITLE 15 PROCEDURES – L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
1069 INMATE ORIENTATION	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	IRC: Video shown and rules posted; orientation continued at housing facilities to varying degrees. CDM 7-33/000.00 CJ: 5-23-070; In Cell 40 in Spanish and English TTCF: 5-17-020; orientation video CRDF I & II: 5-23-040; form used in the Type I EAST: 5-01-100; card and video NORTH & N. ANNEX: 5-23-030; video shown daily NCCF: Orientation video shown daily
There are written policies and procedures for the implementation of a program reasonably understandable to inmates designed to orient a newly received inmate at the time of placement in a living area.											
The program shall be published.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	A new document is being developed, the "inmate road map" to enhance the amount of information available to the inmates while in custody. Currently inmate rules and notices are posted in the housing units.
Notices The program shall include but not be limited to:	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Rules regarding correspondence, visiting, and telephone usage;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Inmate rules and disciplinary procedures;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Grievance procedures;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Programs and activities availability and method of application;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Medical services;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Classification and housing assignments; and,	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Court appearance where scheduled, if known.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
1070 INDIVIDUAL/FAMILY SERVICE PROGRAMS	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 2-00/040, Inmate Support Services The Custody Transition Unit is physically housed at IRC to facilitate interaction with families and social services programs. EAST: Programs include "Beat the Street" drug recovery NORTH & N. ANNEX: Expanding nursery and bicycle repair; ongoing laundry vocational program NCCF: 03-005/00 – 3-010/05; food services, SATCU; vocational programs
There are written policies and procedures to facilitate cooperation with appropriate public or private agencies for individual and/or family social service programs for inmates. Such a program utilizes available community service and resources either by establishing a resource guide or actual service delivery.											

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
1071 VOTING	There are written policies and procedures whereby the county registrar allows qualified voters to vote in local, state, and federal elections pursuant to the elections code.	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	CDM 5-13/140.00 TTCF: 5-24-310 CRDF I: Workers held for Compton & Century stations CRDF-II: 5-23-100 5-02-130 NORTH & N. ANNEX: 5-24-040 NCCF: 07-175.45
1072 RELIGIOUS OBSERVANCES	There are written policies and procedures to provide opportunities for inmates to participate in religious services and counseling on a voluntary basis.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM 5-13/100 CJ: 5-23-020 TTCF: 5-23-050 EAST: 5-03-010 CRDF I: No inmate workers currently held. CRDF-II: 5-23-060 NORTH & N. ANNEX: 5-23-025 NCCF: 07-066/00
1073 INMATE GRIEVANCE PROCEDURE	Any inmate may appeal and resolve grievances relating to any condition of confinement. There are written policies and procedures that include:	NO	NO	NO	NO	N/A	NO	NO	NO	NO	CDM 5-12.010, .020 & .030 Facilities have well-developed procedures for processing and monitoring inmate complaints. Reviewed reports from the Division Facility Automated Statistical Tracking (F.A.S.T.) system, which allows management reports & comparison among facilities. There is a significant problem with the definition of an inmate grievance and an inmate request. See comments in body of letter. IRC: Inmate complaints forwarded to the housing facility CJ: 5-12-000 TTCF: 5-12-300 CRDF-II & I: 5-22-020 EAST: 3-01-020 NORTH & N. ANNEX: 5-12-010 NCCF: 07-175/35 & 7-035/00

TITLE 15 PROCEDURES - L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE - COMMENTS
A grievance form or instructions for registering a grievance.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Resolution at lowest appropriate staff level.	NO	NO	NO	NO	NO	NO	NO	NO	NO	This element of the regulation needs to be addressed in policy.
Provisions for resolving questions of jurisdiction within the facility.										
Provisions for appeal to next level of review	NO	NO	NO	NO	NO	NO	NO	NO	NO	No evidence of an appeals process- see notes in body of letter.
Written reasons for denial at each level of review	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Provisions for response in a reasonable time limit.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
1080 RULES AND DISCIPLINARY PENALTIES	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM 5-09/000-7-33/000.00 IRC: Incident reports would accompany inmate to housing facility for any disciplinary follow-up CJ: 5-22-00 TTCF: 5-22-010 CRDF II: 5-22-10; CRDF-I: No discipline administered EAST: 3-05-010 - 040 NORTH & N. ANNEX: 5-22-010 NCCF: 07-045/00
There are established rules and disciplinary penalties to guide inmate conduct.										
Rules are written and posted in housing units and booking area or issued to each inmate. Verbal instructions are provided for inmates with disabilities that limit their ability to read, illiterate inmates and others unable to read English, or material is provided in an understandable form.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	IRC: Posted in booking area

TITLE 15 PROCEDURES – L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
1081	PLAN FOR INMATE DISCIPLINE The facility administrator has developed and implemented written policies and procedures for inmate discipline, which address the following.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-09/030.00 IRC: Discipline is not administered, process started then forwarded to housing facility. CJ: 5-22-000 TTCF: 5-22-010 & 011; 4-01-010 CRDF II: CRDF-I: No inmate workers; no discipline administered EAST: 5-22-000 NORTH & N. ANNEX: 5-22-010 NCCF: 07-045/00
A designated subordinate, not involved in the charges, acts on all formal charges.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
Minor acts of non-conformance or minor violations are handled informally by staff.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
When there is temporary loss of privileges, there is written documentation and a policy of review and appeal to the supervisor.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
Major violations and repetitive minor violations being handled as major violations are referred to the disciplinary officer in writing by the staff member observing the act(s).	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
Inmate is informed of charges in writing.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
A disciplinary hearing is held no sooner than 24 hours after the report has been submitted to the disciplinary officer and the inmate served with a copy of charges. The inmate may waive the 24-hour limitation.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
Violation(s) acted on no later than 72 hours from the time the inmate is informed of the charge(s) in writing unless waived by the inmate or for good cause.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040 The system does not allow the paperwork to be generated if the 72 hours time limit has expired.
The inmate is permitted to appear on his/her behalf at the time of the disciplinary hearing.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
The facility manager or designee reviews all disciplinary actions taken.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040
The inmate is advised in writing of the action taken in the disciplinary proceedings.	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM-5-09/040

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TITLE 15 SECTION		IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
Pending the disciplinary proceedings, the inmate may be removed from the general population or program for specified reasons.		N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/040
1082 FORMS OF DISCIPLINE	The degree of punitive actions taken by the disciplinary officer is directly related to the severity of the rule infractions as specified in this section.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/040
1083 LIMITATIONS ON DISCIPLINARY ACTIONS	No inmate is continued on disciplinary isolation status beyond 30 consecutive days without review by facility manager. Part of this review includes consultation with health care staff. Such reviews continue at least every fifteen days thereafter until isolation status has ended.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/050.00
	Disciplinary isolation cells have the minimum furnishings and space specified in Title 24, Section 1231.2. Inmates are issued clothing and bedding as specified in Articles 12 and 13 of these regulations.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	N/A	Yes	CDM- 5-09/050.00
	Disciplinary cell occupants who destroy bedding and/or clothing may be deprived of such articles. The decision to deprive inmates of such articles is reviewed by the facility manager or designee every 24 hours.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	N/A	Yes	CDM- 5-09/050.00
	No inmates exercise the right of punishment over other inmates.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/050.00
	<i>Note: Reference PC § 4019.5</i>										
	A safety cell, as specified in Section 1055 of these regulations, or any restraint device is not used for disciplinary purposes.	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	CDM- 5-09/050.00
	No inmate is deprived of implements necessary to maintain an acceptable level of hygiene as specified in Section 1265.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/050.00
	Food is not withheld as a disciplinary measure.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/050.00

TITLE 15 PROCEDURES – L. A. SHERIFF'S DEPARTMENT CUSTODY OPERATIONS & CORRECTIONAL SERVICES DIVISION FACILITIES

TITLE 15 SECTION	IRC	CJ	TTCF	CRDF-II	CRDF-I	EAST	NORTH	SOUTH	NCCF	P/P REFERENCE – COMMENTS
Disciplinary isolation diet described in Section 1247 of these regulations is only utilized for major violations of institution rules.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/060.00
The facility manager approves the initial placement on the disciplinary isolation diet and ensures that medical staff is notified.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/060.00
In consultation with medical staff, the facility manager approves any continuation of the diet every 72 hours after the initial placement.	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/060.00
Correspondence privileges are not withheld except where correspondence regulations have been violated. Decision to withhold correspondence privilege is reviewed every 72 hours.	N/A	Yes	Yes	N/A	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/050.00
Access to courts and legal counsel is not suspended as a disciplinary measure.	N/A	Yes	Yes	N/A	N/A	Yes	Yes	Yes	Yes	CDM- 5-09/050.00
1084 DISCIPLINARY RECORDS A record of all disciplinary infractions and punishment administered is maintained. <i>Note: Reference PC § 4019.5</i>	N/A	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Records are maintained in the I.R.T.S. automated system; however hard copies of part of the process are maintained. Notice in writing to inform the inmate of the charges, and notifying the inmate of the final discipline are kept hard copy. TTCF: 4-01-010

DETENTION OF MINORS										
Are minors held in this facility? If yes, the following sections including those summarizing the regulations identified in Title 15, Article 8 apply (Minors in jails).	NO	NO	NO	NO	NO	NO	NO	NO	NO	Minors are not held in the Los Angeles adult facilities.
<i>Note: Reference PC § 207.1(b), 207.6, 707.1</i>										

Summary Information Sheets

Title 24 Physical Plant Evaluations

&

Living Area Space Evaluations

(Each Facility)

**Central Jail
CSA # 1320**

SUMMARY FACESHEET

**TITLE 24
PHYSICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code:	1320	Inspection Cycle:	10/12
County:	Los Angeles	Inspection Date:	6/29/2011
City:	Countywide	Field Representative:	Work, Magi

A. Description

Department:	Los Angeles Sheriff's Department-Custody Operations	Department #:	1084
Administrator:	Lee Baca, Sheriff	Phone #:	(323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #:	(323) 267-6000
		Email:	ldbaca@lasd.org
Admin Desig.:	Sam Jones, Chief of Detention	Phone #:	(213) 893-5001
Address:	Custody Operations Division Los Angeles, CA 90012	FAX #:	(213) 473-6058
		Email:	s1jones@lasd.org
Facility:	LA Central Jail	Type:	IJJ
Facility Address:	441 Bauchet Street	Phone #'s:	(213) 974-4916
City, State Zip:	Los angeles, CA 90012		(213) 974-4921
Mailing Address:		Fax #'s:	(213) 974-0746
Manager:	Ralph Ornelas	Phone #	(213) 974-4911
Title:	Captain	Email:	rgornela@lasd.org

B. Physical Plant

Year Facility Completed:	1963	Applicable Standards:	1963
Year Last Remodeled:	1976		
Date of Anticipated Opening:			

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>		<u>Non-Rated Special Use Beds</u>		<u>Avg. Daily Population</u>	
Total RC:	5108	Medical/Mental Health:	602	# Males:	4480
Total # of Beds:	4921	Disciplinary:	36	# Females:	0
		Other Beds:	0		
Total Capacity:	5746	Total NRC:	638	Total ADP:	4480

E. Local Inspections And Dates

Inspection Type	Date	Inspection Type	Date
Fire and Life Safety	12/9/2010	Health-Environmental	8/5/2008
Health-Medical/MMH	6/7/2011	Health-Nutrition	6/10/2005

CSA Code: 1320
 County: Los Angeles
 Facility: LA Central Jail

Inspection Cycle: 10/12
 Inspection Date: 6/29/2011

F. Staffing		
	Positions	Vacancies
Management/Supervisor	91	4
Line Custody / Custody Staff	697	40
Support Staff	6	1

G. Standards Compliance				
Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1065	15	6	Inmate Programs & Services	Exercise & Recreation
1073	15	6	Inmate Programs & Services	Grievance Procedures
1210	15	10	MMH Services	Individual Treatment Plans
1211	15	10	MMH Services	Sick Call
1214	15	10	MMH Services	Informed Consent
1217	15	10	MMH Services	Psychotropic Medications
2.6	24	Part 2	Physical Plant 470A	Single Occupancy Cells
2.8	24	Part 2	Physical Plant 470A	Dormitories
3.4	24	Part 2	Physical Plant 470A	Showers
8227	24	Part 2	Physical Plant 470A	Multiple Cells

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: PRE-73; 4/73
Title 24, California Code of Regulations (CCR)**

CSA Code: 1320

FACILITY NAME: Los Angeles Sheriff's Department Central Jail			FACILITY TYPE: III	
APPLICABLE REGULATIONS (Check All That Apply):	PRE-73: X	Post 4/73:	OTHER: 1963	
FIELD REPRESENTATIVE: Magi Work			DATE: June 29, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Holding Cells (2.2) Contain 10 square feet of floor per inmate	X			Three holding cells adjacent to receiving area. Does not include court holding area.
Capacity not to exceed ten (10) persons 4-73: C apacity limitation deleted	X			
Sufficient fixed benches to accommodate cell capacity	X			
Toilet accessible	X			
Water fountain accessible	X			
Wash basin accessible	X			
3.12 Weapons Locker (3.12) External to the security area and equipped with individual compartments, locks and keys	X			
Detoxification Cells (2.4)			X	Handled at IRC. No cells of this type in this facility; detail of this regulation deleted from this checklist.
Shower-Delousing Room (3.4) Available in booking/reception			X	At IRC.
Secure Vault or Storage Space (2.1) Available for inmate valuables			X	At IRC.
Telephone (2.1) Available for inmate use per Penal Code § 851.5			X	Not a booking facility. Inmate phones throughout the facility.
Single Occupancy Cells (2.6) Maximum capacity of one inmate.		X		Double bunk in 2904
A minimum width of 6 feet, length of 7.5 feet and height of 8 feet 4-73: M inimum width of 6 feet, length 8 feet and height of 8 feet, OR clear floor area of 43 square feet	X			Some are "over-under" cells meeting 1996 regulations.
Contain toilet and washbasin and drinking fountain	X			
Contain a bunk capable of accommodati6ng a standard 30" X 76" mattress	X			25" X 76" given a variance.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Multiple Occupancy Cells (8227) A capacity of more than 2 persons 4-73: C apacity between 4-16 inmates	X			
A minimum of 500 cubic feet of air space per inmate 4-73: M inimum of 25 square feet floor space per inmate		X		Capacity exceeded due to crowding.
Toilet and washbasin 4-73: 1 :8 ratio	X			Based on BOC file notes, it appears this facility was granted a variance to plumbing ratios at some time in the past.
Drinking fountain	X			
Contain a bunk capable of accommodating a standard 30" X 76" mattress	X			
Safety Cells (2.5)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Dormitory (2.8) Capacity of 4-50 inmates 4-73: C apacity limitation deleted		X		Later regulations re-established a maximum dorm capacity at 64 inmates. The dorms exceed 64, 2011.
500 cubic feet of air space per inmate 4-73: 4 0 square feet per inmate		X		Dormitory capacity exceeded due to crowding.
A least 10 foot ceilings if double bunked	X			
4-73: T oilet and Washbasin ratio at 1:8 ratio	X			Based on BOC file notes, it appears this facility was granted a variance to plumbing ratios at some time in the past.
4-73: D rinking fountain	X			
Showers (3.4) 4-73: Available at 1:16 ratio		X		A cell on several tiers has been converted to additional showers. 1963 standards require 1:15 ratio, which evolved to 1:16 and was set at 1:20 in 1994 standards. Count not verified at inspection. Based on BOC file notes, it appears this facility was granted a variance to plumbing ratios at some time in the past. However dorm capacity is crowded.
Lighting (3.6) 4-73: Sufficient to permit easy reading			X	1963 standards.
4-73: N ight lighting is sufficient to allow good supervision			X	1963 standards.
Comfortable Living Environment (102(c)6) 4-73: A comfortable living environment is maintained through an adequate heating and cooling system			X	1963 standards.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Dayrooms (2.9) Available for inmates in single cells, multiple cells and dormitories 4-73: 25 square feet dayroom space per inmate in Type II and III facilities and inmate workers in Type I	X			The amount of required dayroom space is not specified in 1963 regulations. At best, the facility minimally meets the intent of the dayroom requirement.
Exercise Area (2.10) Available in Type II and III facilities 4-73: Minimum of 30 feet X 50 feet X 15 feet	X			
Program Space -Type II and III (2.11) Available in Type II and III facilities 4-73: Sufficient area and furnishings to meet needs	X			
Dining Facilities (2.17) 15 square feet per person served (in facilities for 100 persons or more) 4-73: Toilets, washbasins and showers are not in the same room or not in view of inmates dining	X			Have not been used for several years, 2011.
Visiting (2.18) Visiting area	X			
4-73: Contact visits are permitted in minimum security facilities	X			
Attorney Interview Space (2.26) Provide for confidential attorney consultation	X			
Janitor Closet (2.20) Located in security areas, lockable, containing a mop sink	X			
Storage Space (2.21) Adequate space available	X			
Audio or Video Monitoring System (2.22) Located in all inmate housing units and capable of alerting staff in a central control	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Fire Alarm System [102(2)6] Recommended in Pre-73 facilities 4-73: Automatic fire alarm system is required	X			
Emergency Power (2.24) Recommended in Pre-73 facilities 4-73: Required; to provide minimal lighting, communication s and alarm systems	X			

**CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION**

CSA Code: 1320

FACILITY: Los Angeles Sheriff's Department Central Jail	TYPE: IJJ	BRC: 5108
FIELD REPRESENTATIVE: Magi Work		DATE: June 29, 2011

ROOMS						EACH ROOM						
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S

Notes: Board Rated Capacity (BRC) was originally determined by calculating all available air space in each module (500 cubic feet per inmate). In older part of the jail, each wing, consisting of the main floor and "mezzanine" contains 130,500 square feet.

The Board of Corrections historically rated the facility at a 5276 BRC. This figure includes an apparent over-count of 40 rated beds that has been continued over the years, as correcting the error added more confusion than benefit. Prior to the 1998-2000 inspection, housing unit 1800 was permanently converted to a law library. Since this was a dear modification to the physical plant, these 40 beds were deducted from the BRC at the 1998-2000 inspection, establishing the BRC at 5236.

At the 2004-2006 inspection department staff reported the total number of available beds at 5, 861.

Due to the conversion of cells to additional shower areas the total single cell count has been reduced. The single cell count in the "Old Side" of CJ is now 784 from its original 832. All rows of 3000, 2100, and 2300 floors have been or are under construction to convert select single cells into shower areas. The mezzanine in the "Old Side" is also under construction to convert select "multiple occupancy cells" to additional showers areas. The multiple cell number has reduced from 208 cells to 200 cells on the rows for all of floor 3000. The Main multiple occupancy cell count is reduced from 208 cells to 200 cells on the rows for all of 3000 floor. Module 2900 "A" row count is 62, "B" row count is 72. All areas under construction must be verified at the next inspection cycle when construction is complete. MW 4/07

"OLD SIDE"

2000-3000	Single	1963	784	1	784	784+	4.5 X 9.5 X 9.0	1		1	1	
Mezzanine	Multiple	1963	200	4	4	800+	9.0 X 9.0 X 11.5	1		1		
Main	Multiple	1963	200	6	6	1200+	13.0 X 9.0 X 19.6	1		1		
2900	Multiple	1963	7	6 & 10	8	56+	9.3 X 19.0 X 9.0	1		1		
2904	Single	1963	4	6	4	(4)+	5.1 X 8.0 X 7.1	1		1		
2094	Multiple	1963	2	2	2	(4)+	5.1 X 11.4 X 7.1	1		1		
2 nd Main	Multiple	1963	7	10	10	70+	9.0 X 22.0 X 9.0	1		1		
3 rd Mezzanine	Multiple	1963	14	2	2	(28)+	9.5 X 5.2 X 9.0	1		1		

Notes: 2904, 2094 and 3rd Mezzanine are disciplinary isolation cells (excluded from the BRC).

1ST FLOOR – MAIN FLOOR "OLD SIDE"

1700	Single	1963	52	1	1	52+	4.5 X 9.5 X 9.0	1		1	1	
1750	Single	1963	85	1	1	48+	4.5 X 9.5 X 9.0	1		1	1	

Notes: High security modules. Showers at the end of each module. Verify number of cells 2008-2010 inspection cycle, department is reporting 83 cells in 1750 opposed to 76. MW 4/07

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
1800	Closed; converted to a law library; BRC of 40 inmates was deleted from the facility BRC at 1998-00 inspection.											
ADDITION – "NEW SIDE"												
2 nd FLOOR This area appeared cluttered with inmate property and issue items, the Captain stated a decision was made to allow inmates unlimited property in their cells. This is a dangerous proposition as it impedes staff's ability to visually supervise inmates when there is so much clutter around the barred façade where deputies look into the cell, June 2009, MW. Clutter has been reduced, 2011.												
4300 Upper	Multiple	1963	25	2	4	100	9.0 X 9.0 X 12.0	1		1	1	
4300 Lower	Multiple	1963	25	4	6	150	9.5 X 13.5 X 9.0	1		1	1	
4400 Upper	Multiple	1963	25	2	4	100	9.0 X 9.0 X 12.0	1		1	1	
4400 Lower	Multiple	1963	25	4	6	150	9.5 X 13.5 X 9.0	1		1	1	
4500	Single	1963	44	1	1	44	4.5 X 9.5 X 9.0	1		1	1	
Notes: Upper and Lower												
4600	Single	1963	44	1	1	44	4.5 X 9.5 X 9.0	1		1	1	
Notes: Upper and Lower; Closed at 2005 inspection due to budget constraints; occasionally used for overflow.												
4700 Upper	Multiple	1963	25	2	4	100	9.0 X 9.0 X 12.0	1		1	1	
4700 Lower	Multiple	1963	25	4	6	150	9.5 X 13.5 X 9.0	1		1	1	
4800 Upper	Multiple	1963	25	2	4	100	9.0 X 9.0 X 12.0	1		1	1	
4800 Lower	Multiple	1963	25	4	6	150	9.5 X 13.5 X 9.0	1		1	1	
3 rd FLOOR												
Notes: Historical BOC files note that there is sufficient airspace and plumbing fixtures to support the indicated BRC and identify a floor capacity of 652 inmates												
5100	Dorm	1963	1	90	64	64						
5200	Dorm	1963	1	90	68	68						
5300	Dorm	1963	1	90	64	64						
5400	Dorm	1963	1	90	68	68						
5500	Dorm	1963	1	112	62	62						
Mez. 5550	Dorm	1963	1	120	62	62						
5600	Dorm	1963	1	132	64	64						
5700	Dorm	1963	1	112	68	68						
5800	Dorm	1963	1	128	64	64						
5900	Dorm	1963	1	126	68	68						

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
4 th FLOOR												
Notes: BOC files indicate a variance was granted to exceed plumbing fixture ratios. It is not clear if this variance only addressed the 4 th floor. See discussion related to 9500.												
9100	Dorm	1963	1	180	80	80	40,204 cubic feet					
9200	Dorm	1963	1	182	80	80						
9300	Dorm	1963	1	200	87	87	43,757 cubic feet					
9400	Dorm	1963	1	185	71	71	35,720 cubic feet					
9500	Dorm	1963	1	445	0	0						
Notes: 5/17/96 BOC file notes indicate that the conversion of Dorm 9500 from dayroom to dorm space came to BOC attention during the 94-95 Inspection Cycle. In an attempt to establish a rated capacity, BOC archive files were reviewed and the county measured the space. Conclusions were: Conversion of 9500 from dayroom to dorm space is part of a crowding problem. While 1963 regulations identify a need for dayroom space, those regulations do not specify the amount required. In theory, the jail could identify one square foot and call it dayroom. This would not be reasonable. The clearer test would be one of reasonableness, given the circumstances. The 1963 regulations do not provide much space per prisoner, when compared to more current regulations. All dorms are beyond the rated capacity of even the 1963 standards. The BOC concluded that it would be unreasonable to promote the idea that there is usable space available in the dorms for dayrooms. The better decision would be that 9500 should have remained dayroom and consequently was not rated for housing. Consequently, Dorm 9500 is not included in the Board Rated Capacity.												
MEDICAL HOUSING												
Notes: Sheltered housing areas for inmates requiring medical services are on three floors of Central Jail. These areas have not historically been noted on the BOC Living Area Space Evaluation because they are nonrated space. Ten beds in this area were converted to housing juvenile boys in 2003/2004. Juveniles are no longer held at this facility according to policy, June 2009, MW.												
6000	1963	Multiple		136			Total for all 6000					
7000	1963	Multiple		499			Total for all 7000					
8000	1963	Multiple		336								
8200-MRSA Housing	1963	Multiple		Included in the above 336 total								

Note: during the 2010-2012 inspection several beds were identified within 6000 and 7000, example 7001, 7100, 7101, 7201, 7201 and in the 6000 sections 6001, 6050 and 6051. For the purpose of this section in the LASE we have adding all beds up for these areas and have placed them in one section each. The sections identified are section 6000 and 7000, understanding there are subsections of housing in these areas, further these cells have not been rated or measured since the beds are medical housing, MW 7/2011.

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

**Twin Towers Correctional Facility
CSA # 1325**

SUMMARY FACESHEET

**TITLE 24
PHYSICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code:	1325	Inspection Cycle:	10/12
County:	Los Angeles	Inspection Date:	6/28/2011
City:	Countywide	Field Representative:	Work, Magi

A. Description

Department:	Los Angeles Sheriff's Department-Custody Operations	Department #:	1084
Administrator:	Lee Baca, Sheriff	Phone #:	(323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #:	(323) 267-6000
		Email:	ldbaca@lasd.org
Admin Desig.:	Sam Jones, Chief of Detention	Phone #:	(213) 893-5001
Address:	Custody Operations Division Los Angeles, CA 90012	FAX #:	(213) 473-6058
		Email:	s1jones@lasd.org
Facility:	LA Twin Towers Corr. Facility	Type:	IJJ
Facility Address:	450 Bauchet Street	Phone #'s:	(213) 893-5100
City, State Zip:	Los Angeles, CA 90012		
Mailing Address:		Fax #'s:	(213) 217-5121
Manager:	Carrie Stuart	Phone #	(213) 893-5031
Title:	Captain	Email:	

B. Physical Plant

Year Facility Completed:	1995	Applicable Standards:	1988
Year Last Remodeled:			
Date of Anticipated Opening:			

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>		<u>Non-Rated Special Use Beds</u>		<u>Avg. Daily Population</u>	
Total RC:	2244	Medical/Mental Health:		# Males:	2757
Total # of Beds:	4476	Disciplinary:	48	# Females:	
		Other Beds:	0		
Total Capacity:	2292	Total NRC:	48	Total ADP:	2757

E. Local Inspections And Dates

<u>Inspection Type</u>	<u>Date</u>	<u>Inspection Type</u>	<u>Date</u>
Fire and Life Safety	10/21/2009	Health-Environmental	10/2/2008
Health-Medical/MMH	6/3/2011	Health-Nutrition	7/27/2006

CSA Code: 1325
 County: Los Angeles
 Facility: LA Twin Towers Corr. Facility

Inspection Cycle: 10/12
 Inspection Date: 6/28/2011

F. Staffing

	Positions	Vacancies
Management/Supervisor	67	8
Line Custody / Custody Staff	648	17
Support Staff	43	7

G. Standards Compliance

Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1065	15	6	Inmate Programs & Services	Exercise & Recreation
1073	15	6	Inmate Programs & Services	Grievance Procedures
1206	15	10	MMH Services	Health Care Procedures Manual
1211	15	10	MMH Services	Sick Call
1214	15	10	MMH Services	Informed Consent
2.8	24	Part 2	Physical Plant 470A	Dormitories
2.9	24	Part 2	Physical Plant 470A	Dayrooms
3.4	24	Part 2	Physical Plant 470A	Showers

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: 3/80; 8/86; 5/88; 1/91
Title 24, California Code of Regulations (CCR)**

CSA Code: 1325

FACILITY NAME: Los Angeles Sheriff's Department – Twin Towers					FACILITY TYPE: IIJ	
APPLICABLE REGULATIONS (Check All That Apply):	3/80:	8/86:	5/88: X	1/91:	OTHER:	
FIELD REPRESENTATIVE: Magi Work					DATE: June 28, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Temporary Holding Cells (2.2)	X			
Contain 10 square feet of floor per inmate				
Limited to no more than 16 inmates	X			
No smaller than 40 square feet	X			
Contain sufficient seating to accommodate all inmates	X			
Toilet accessible	X			
Water fountain accessible	X			
Wash basin accessible	X			
Provides clear visual supervision	X			
Telephone accessible	X			
Weapons Locker (3.12)	X			
External to the security area and equipped with individual compartments, locks and keys				
Temporary Staging Cell or Room (2.3)			X	There are no cells of this type in Twin Towers (only holding cells). The remainder of the regulation is removed from this list.
1-91: A dded provision for temporary staging cells-rooms				
Holds inmates classified and segregated per Title 15 § 1050 and § 1053				
Detoxification Cells (2.4)			X	Three detox cells are at IRC. No cells of this type in this facility; detail of this regulation deleted from this checklist.
Shower-Delousing Room (3.4)			X	In IRC.
Available in reception/booking				
Secure Vault or Storage Space (2.1)			X	In IRC.
Available for inmate valuables				
Telephone (2.1)			X	Booking is in IRC. Telephones in housing areas.
Available for inmate use per Penal Code § 851.5				
Safety Cells (2.5)			X	No cells of this type in this facility or in any facility in the detention system; detail of this regulation deleted from this checklist.
Single Occupancy Cells (2.6)	X			Single cells are doubled
Maximum capacity of one inmate				

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Contain a minimum of 60 square feet of floor area in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain a bunk, desk and seat (Desk and seat not required in Type I in later, less restrictive 1986 standards)	X			
Multiple Occupancy Cells (8227)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Multiple Occupancy Rooms (8229)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Double Occupancy Cells (2.7) 5-88: Added provision for double occupancy cells	X			Provided extra bunks are not added (portables) in these cells, this regulation is in compliance. If bunks are added in the double cells, it will be a non compliant issue.
Maximum capacity of two inmates				
Contain a minimum of 60 square feet of floor space in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet and one floor dimension at least 6 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain 2 bunks, 1 desk and seat (Desk and seat not required in Type I facilities)	X			
Dormitories (2.8) 8-86: Provision for dormitories added		X		Dormitory capacities exceeded due to crowding.
Contain 50 square feet of floor area per inmate and a minimum of 8 feet ceiling height				
Be designed for no fewer than 8 and no more than 64 inmates		X		
Facilities having a total rated capacity of 80 inmates or less, may design dormitories for no fewer than 4 inmates			X	
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains		X		Ratio changed to 1:10 in 2001 revisions; exceeded due to crowding.
Provide storage space for each inmates' personal items	X			
Dayrooms (2.9) 8-86: Added requirement for 3 foot wide corridors in front of cells-rooms	X			
35 square feet of floor area per inmate		X		Crowding
Contain tables and seating to accommodate the maximum number of inmates served		X		
Access to toilets, washbasins and drinking fountains	X			
Available to all inmates in Type II and III facilities (excluding special use cells) and to workers in Type I facilities	X			
Shower (3.4) Available on a ratio of 1:16		X		Ratio changed to 1:20 in 1998-99 physical plant revisions; exceeded due to crowding.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Lighting (3.6) Sufficient to permit easy reading. Night lighting is sufficient to allow good supervision. 8-86: Specifies at least 20 foot-candles at desk level and in grooming areas, with night lighting not to exceed 5 foot-candles	X			
Beds-Bunks (3.5) 30 inches wide and 76 inches long	X			
Comfortable Living Environment [102(c)6] A comfortable living environment is maintained through an adequate heating and cooling system.	X			
Exercise Area -Type II, III and WA IV (2.10) At least one exercise area must contain a minimum of 900 square feet	X			
8-86: Outdoor exercise area provided	X			
8-86: Clear height of 15 feet with required surface area meeting a formula of: 80% of maximum rated inmate population and number of one-hour exercise periods per day = required surface area	X			
Program Space - Type II and III (2.11) Sufficient area and furnishings to meet the needs of the facility programs	X			
Dining Facilities (2.17) 15 square feet per inmate being fed			X	
Toilets, washbasins and showers are not in the same room or not in view of inmate dining			X	
Visiting (2.18) Sufficient visiting area	X			
Contact visits whenever possible for minimum security inmates	X			
Attorney Interviews (2.26) Provide for confidential attorney consultation	X			
Safety Equipment Storage (2.19) Adequate space is provided for storage of equipment such as fire extinguishers, SCBA, emergency lights, etc.	X			
Janitor Closet (2.20) Located in security areas lockable, containing a mop sink and storage space	X			
Storage Rooms (2.21) Sufficient space to accommodate inmate property, bedding and supplies	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Audio or Video Monitoring System -NA Type IV (2.22) Audio monitoring system capable of alerting staff in a central control	X			
Video monitoring in corridors, main entries and/or exits and programs or activity areas	X			
Fire Detection and Alarm System [102(c)6] Automatic fire alarm system capable of alerting staff in a central control point	X			
Emergency Power (2.24) Available to provide minimal lighting, maintain communications, alarm, fire, life and security systems	X			
Provide Space for: Barber/beauty shop(2.15) 8-86: Limit requirement to Type II and III facilities (Deleted 2/99))	X			
Canteen (2.16) 8-86: Added for II, III & IV facilities	X			
Confidential Interview Rooms (2.25) 8-86: Added for Type II facilities	X			

**CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION**

CSA Code: 1325

FACILITY: Los Angeles Sheriff's Department Twin Towers Detention Facility	TYPE: IIJ	BRC: 2244
FIELD REPRESENTATIVE: Magi Work		DATE: June 28, 2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
Note: (2005) At this inspection, we deleted reference to the specific number of dayroom beds, as this changes depending upon need. Facility staff reports a total of 4,414 available beds, excluding 96 disciplinary and 196 CTC beds in Medical Services Building. (4/2007) The BRC was changed this inspection cycle to reflect module 231 and 232 as part of the IRC BRC. A total of 384 beds reduced Twin Towers facility BRC from 2628 to now 2244.												
TOWER 3 – CORRECTIONAL TREATMENT CENTER (CTC) – CTC not included in Board Rated Capacity (BRC).												
321-A	Holding	1988	1		(3)	(3)		1		1	1	
Note: Benches for 3.												
321-B	Holding		1		(16)	(16)		1		1	1	
Note: Benches for 16,												
322	Holding	1988	1		(16)	(16)	25' x 22.8'	1		1	1	
Note: Benches for 32; if regulations were applied to this "non-rated space," maximum capacity would be limited to 16 inmates. Note: County data reflects the following number of (nonrated) beds in the CTC: 322 East Wing: - 30 beds; 331 West Wing: - 60 beds; 332 East Wing: - 60 beds; and, 342 East Wing - 50 beds (Former Forensic Inpatient Unit).												
322 – EAST WING												
Note: Six showers and one tub for Module 322.												
322	Infirmery	1988	2	5	(5)	(10)	437 square feet	1		1	1	
322	Infirmery	1988	1	4	(1)	(4)	306 square feet	1		1	1	
322	Infirmery	1988	15	1	(15)	(15)		1		1	1	
322	Isolation	1988	1	1	(1)	(1)	106 square feet	1		1	1	
331 – WEST WING												
Note: Six showers and one tub for Module 331.												
331	Infirmery	1988	8	4	(32)	(32)	320 square feet	1		1	1	
331	Infirmery	1988	26	1	(26)	(26)	106 square feet	1		1	1	
331	Isolation	1988	2	1	(2)	(2)	120 square feet	1		1	1	
332 – EAST WING												
Note: Six showers and one tub for Module 332.												
Pod 322	Infirmery	1988	8	4	(32)	(32)	320 square feet	1		1	1	
322	Infirmery	1988	26	1	(26)	(26)	106 square feet	1		1	1	

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
322	Isolation	1988	2	1	(2)	(2)	120 square feet	1		1	1	
342 – EAST WING (Former Forensic Inpatient Unit)												
Note: Six showers and one tub for Module 342.												
Pod 342	Infirmery	1988	4	4	(16)	(16)	320 square feet	1		1	1	
342	Infirmery	1988	33	1	(30)	(30)	106 square feet	1		1	1	
342	Isolation	1988	1	1	(1)	(1)	120 square feet	1		1	1	
TOWER 1 CLINIC (MALES)												
119	Holding	1988			(16)	(16)	162 square feet	1		1	1	
120	Holding	1988			(14)	(14)	162 square feet	1		1	1	
121	Holding	1988			(16)	(16)	240 square feet	1		1	1	
122	Holding	1988			(18)	(18)	181 square feet	1		1	1	
TOWER 1 – DISCIPLINE – Not included in BRC.												
Module 121	Single	1988	48	1	(1)	(48)	7.5' x 10.1'	1		1	1	
Note: Dimensions are an average; "inside" cells somewhat smaller, several irregular cells included; 3 showers for the module. This area is categorized as disciplinary housing, which excludes it from the Board Rated Capacity (BRC). Depending upon system needs, the cells may also be used for male administrative segregation.												
TOWER 1 – HOUSING												
Notes: There is an open area that is adjacent to and serves three housing pods in each module. At the 9800 inspection this space was used as multi-purpose space for group programs and that approach continued in subsequent inspections. Inmates do not have access to it in such a way that it could be considered dayroom.												
Housing Pods in Modules 131 and 272 (Tower 2) each consist of dorms with an upper and lower level. Each of the two levels originally had eight double bunks (16 bed per level or 32 per dorm). The number of bunks increased substantially by the 9800 inspection. The original BOC "Living Area Space Evaluation" notes that available space limits the capacity of each dorm to 27 and that capacity has been continued. Calculations from the county report upper and lower areas as each having 550 square feet (1100 square feet total) This does not appear to include dayroom space. Available BOC records do not provide the total square footage.												
Modules 132 – 172: Each pod contains one shower, limiting the pod capacity to 20 inmates. There is one fountain and one toilet in each dayroom, in addition to plumbing fixtures in each cell; thirty-two seats at dayroom tables. Of the 16 cells in each pod, 12 are 72 square feet and 4 are 100 square feet. Unless otherwise indicated, there are dayroom beds distributed throughout the pods in each Module. Pods E and F in Modules 152 and 172 , a bunk has been removed from cells 4 and 6 to create 4 single-bunk cells.												
MODULE 131												
131-A	Dorm	1988	1	80	27	27	See above note.	4	2	6	1	4
131-B	Dorm	1988	1	80	27	27		4	2	6	1	4
131-C	Dorm	1988	1	80	27	27		4	2	6	1	4
131-D	Dorm	1988	1	80	27	27		4	2	6	1	4
131-E	Dorm	1988	1	80	27	27		4	2	6	1	4
131-F	Dorm	1988	1	80	27	27		4	2	6	1	4

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ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
MODULE 132- there are bunks in most dayroom areas, referred to as dayroom overflow (DRO)-70 beds; MW 2011												
132-A	S/Double	1988	16	2	1-2	20		1		1	1	
132-B	S/Double	1988	16	2	1-2	20		1		1	1	
132-C	S/Double	1988	16	2	1-2	20		1		1	1	
132-D	S/Double	1988	16	2	1-2	20		1		1	1	
132-E	S/Double	1988	16	2	1-2	20		1		1	1	
132-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 141- DRO-39 beds, see notes above; MW 2011												
141-A	S/Double	1988	16	2	1-2	20		1		1	1	
141-B	S/Double	1988	16	2	1-2	20		1		1	1	
141-C	S/Double	1988	16	2	1-2	20		1		1	1	
141-D	S/Double	1988	16	2	1-2	20		1		1	1	
141-E	S/Double	1988	16	2	1-2	20		1		1	1	
141-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 142- DRO-80 beds												
142-A	S/Double	1988	16	2	1-2	20		1		1	1	
142-B	S/Double	1988	16	2	1-2	20		1		1	1	
142-C	S/Double	1988	16	2	1-2	20		1		1	1	
142-D	S/Double	1988	16	2	1-2	20		1		1	1	
142-E	S/Double	1988	16	2	1-2	20		1		1	1	
142-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 151- DRO- 64 beds												
151-A	S/Double	1988	16	2	1-2	20		1		1	1	
151-B	S/Double	1988	16	2	1-2	20		1		1	1	
151-C	S/Double	1988	16	2	1-2	20		1		1	1	
151-D	S/Double	1988	16	2	1-2	20		1		1	1	
151-E	S/Double	1988	16	2	1-2	20		1		1	1	
151-F	S/Double	1988	16	2	1-2	20		1		1	1	

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ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
MODULE 152- DRO-80 beds												
152-A	S/Double	1988	16	2	1-2	20		1		1	1	
152-B	S/Double	1988	16	2	1-2	20		1		1	1	
152-C	S/Double	1988	16	2	1-2	20		1		1	1	
152-D	S/Double	1988	16	2	1-2	20		1		1	1	
152-E	S/Double	1988	16	2	1-2	20		1		1	1	
152-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 161- DRO-80 beds												
161-A	S/Double	1988	16	2	1-2	20		1		1	1	
161-B	S/Double	1988	16	2	1-2	20		1		1	1	
161-C	S/Double	1988	16	2	1-2	20		1		1	1	
161-D	S/Double	1988	16	2	1-2	20		1		1	1	
161-E	S/Double	1988	16	2	1-2	20		1		1	1	
161-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 162- DRO-35 beds												
162-A	S/Double	1988	16	2	1-2	20		1		1	1	
162-B	S/Double	1988	16	2	1-2	20		1		1	1	
162-C	S/Double	1988	16	2	1-2	20		1		1	1	
162-D	S/Double	1988	16	2	1-2	20		1		1	1	
162-E	S/Double	1988	16	2	1-2	20		1		1	1	
162-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 171 (There are no dayroom beds distributed throughout the module.)												
171-A	S/Double	1988	16	2	1-2	20		1		1	1	
171-B	S/Double	1988	16	2	1-2	20		1		1	1	
171-C	S/Double	1988	16	2	1-2	20		1		1	1	
171-D	S/Double	1988	16	2	1-2	20		1		1	1	
171-E	S/Double	1988	16	2	1-2	20		1		1	1	
171-F	S/Double	1988	16	2	1-2	20		1		1	1	

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ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
MODULE 172 (There are no dayroom beds distributed throughout the module.)												
172-A	S/Double	1988	16	2	1-2	20		1		1	1	
172-B	S/Double	1988	16	2	1-2	20		1		1	1	
172-C	S/Double	1988	16	2	1-2	20		1		1	1	
172-D	S/Double	1988	16	2	1-2	20		1		1	1	
172-E	S/Double	1988	16	2	1-2	20		1		1	1	
172-F	S/Double	1988	16	2	1-2	20		1		1	1	
TOWER 2 – MALES												
TRANSFER CENTER- The transfer center was closed when the facility was inspected. In the event this section of the facility becomes operational the department must notify the CSA- MW 4/2007.												
1	Holding	1988	1		(13)	(13)	10' x 13'	1		1	1	
Note: 23' bench.												
2	Holding	1988	1		(8)	(8)	9.1' x 11.2'	1		1	1	
Note: 13' bench.												
3	Holding	1988	1		(8)	(8)	8.8' x 12.6'	1		1	1	
Note: 13' bench.												
4	Holding	1988	1		(13)	(13)	11.4' x 13.6'	1		1	1	
Note: 13' bench.												
TOWER 2 – CLINIC- Non operational at time of inspection 4/2007.												
1	Holding	1988			(16)	(16)	Irregular.	2		2	2	
2	Holding	1988			(7)	(7)	7.1' x 10.9'	1		1	1	
3	Holding	1988			(7)	(7)	7.1' x 10.8'	1		1	1	
TOWER 2 – HOUSING												
Notes: With the exception of Module 211 and Module 272, all housing modules have pods with 16 cells, 8 at the upper tier, 8 at bottom level. Of the 16 cells, 12 are 72 square feet and 4 are 100 square feet. Unless otherwise indicated, there are dayroom beds distributed throughout each module.												
MODULE 211 – DISCIPLINE – Not included in BRC. Juvenile girls are held in administrative segregation in this area. Juveniles are no longer held in any of the Sheriff's jails, 2009.												
211	Single	1988	48	1	(1)	(48)	8.2' x 9.8'	1		1	1	3

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ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
MODULE 231												
Note for Modules 231 and 232: Two showers per pod with 32 seats at dayroom tables. Effective 1/8/05, management of Modules 231 and 232 was transferred to IRC. There are no dayroom beds.												
231-A	Double	1988	16	2	2	(32 to IRC)	See note above.	1		1	1	
231-B	Double	1988	16	2	2	(32 to IRC)		1		1	1	
231-C	Double	1988	16	2	2	(32 to IRC)		1		1	1	
231-D	Double	1988	16	2	2	(32 to IRC)		1		1	1	
231-E	Double	1988	16	2	2	(32 to IRC)		1		1	1	
231-F	Double	1988	16	2	2	(32 to IRC)		1		1	1	
MODULE 232												
232-A	Double	1988	16	2	2	(32 to IRC)	See note above.	1		1	1	
232-B	Double	1988	16	2	2	(32 to IRC)		1		1	1	
232-C	Double	1988	16	2	2	(32 to IRC)		1		1	1	
232-D	Double	1988	16	2	2	(32 to IRC)		1		1	1	
232-E	Double	1988	16	2	2	(32 to IRC)		1		1	1	
232-F	Double	1988	16	2	2	(32 to IRC)		1		1	1	
MODULE 241-closed during the 2010-2012 inspection cycle report.												
241-A	S/Double	1988	16	2	1-2	20	See note above.	1		1	1	
241-B	S/Double	1988	16	2	1-2	20		1		1	1	
241-C	S/Double	1988	16	2	1-2	20		1		1	1	
241-D	S/Double	1988	16	2	1-2	20		1		1	1	
241-E	S/Double	1988	16	2	1-2	20		1		1	1	
241-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 242 (There are no dayroom beds distributed throughout the module.)-closed during the 2010-2012 inspection cycle report.												
242-A	S/Double	1988	16	2	1-2	20	See note above.	1		1	1	
242-B	S/Double	1988	16	2	1-2	20		1		1	1	
242-C	S/Double	1988	16	2	1-2	20		1		1	1	
242-D	S/Double	1988	16	2	1-2	20		1		1	1	
242-E	S/Double	1988	16	2	1-2	20		1		1	1	
242-F	S/Double	1988	16	2	1-2	20		1		1	1	

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ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
MODULE 251 -closed during the 2010-2012 inspection cycle report.												
251-A	S/Double	1988	16	2	1-2	20	See note above.	1		1	1	
251-B	S/Double	1988	16	2	1-2	20		1		1	1	
251-C	S/Double	1988	16	2	1-2	20		1		1	1	
251-D	S/Double	1988	16	2	1-2	20		1		1	1	
251-E	S/Double	1988	16	2	1-2	20		1		1	1	
251-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 252 -closed during the 2010-2012 inspection cycle report.												
252-A	S/Double	1988	16	2	1-2	20	See note above.	1		1	1	
252-B	S/Double	1988	16	2	1-2	20		1		1	1	
252-C	S/Double	1988	16	2	1-2	20		1		1	1	
252-D	S/Double	1988	16	2	1-2	20		1		1	1	
252-E	S/Double	1988	16	2	1-2	20		1		1	1	
252-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 261 -closed during the 2010-2012 inspection cycle report.												
261-A	S/Double	1988	16	2	1-2	20	See note above.	1		1	1	
261-B	S/Double	1988	16	2	1-2	20		1		1	1	
261-C	S/Double	1988	16	2	1-2	20		1		1	1	
261-D	S/Double	1988	16	2	1-2	20		1		1	1	
261-E	S/Double	1988	16	2	1-2	20		1		1	1	
261-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 262 -closed during the 2010-2012 inspection cycle report.												
262-A	S/Double	1988	16	2	1-2	20	See note above.	1		1	1	
262-B	S/Double	1988	16	2	1-2	20		1		1	1	
262-C	S/Double	1988	16	2	1-2	20		1		1	1	
262-D	S/Double	1988	16	2	1-2	20		1		1	1	
262-E	S/Double	1988	16	2	1-2	20		1		1	1	
262-F	S/Double	1988	16	2	1-2	20		1		1	1	

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
MODULE 271												
271-A	S/Double	1988	16	2	1-2	20	See note above.	1		1	1	
271-B	S/Double	1988	16	2	1-2	20		1		1	1	
271-C	S/Double	1988	16	1	1-2	20		1		1	1	
271-D	S/Double	1988	16	2	1-2	20		1		1	1	
271-E	S/Double	1988	16	2	1-2	20		1		1	1	
271-F	S/Double	1988	16	2	1-2	20		1		1	1	
MODULE 272- Inmate Workers												
Housing Pods in Modules 131 and 272 (Tower 2) each consist of dorms with an upper and lower level. Each of the two levels originally had eight double bunks (16 bed per level or 32 per dorm). The number of bunks increased substantially by the 9800 inspection. The original BOC "Living Area Space Evaluation" notes that available space limits the capacity of each dorm to 27 and that capacity has been continued. Calculations from the county report upper and lower areas as each having 550 square feet (1100 square feet total). This does not appear to include dayroom space. Available BOC records do not provide the total square footage.												
272-A	Dorm	1988	1	100	27	27		4	2	6	1	4
272-B	Dorm	1988	1	100	27	27		4	2	6	1	4
272-C	Dorm	1988	1	100	27	27		4	2	6	1	4
272-D	Dorm	1988	1	100	27	27		4	2	6	1	4
272-E	Dorm	1988	1	85	27	27		4	2	6	1	4
272-F	Dorm	1988	1	75	27	27		4	2	6	1	4

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

**Inmate Reception Center
CSA # 1330**

SUMMARY FACESHEET

**TITLE 24
PHYSICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code: 1330	Inspection Cycle: 10/12	
County: Los Angeles	Inspection Date: 6/27/2011	
City: Countywide	Field Representative: Work, Magi	

A. Description

Department:	Los Angeles Sheriff's Department-Corr. Services	Department #: 1085
Administrator:	Baca Leroy, Sheriff	Phone #: (323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #: (323) 267-6000
		Email: ldbacca@lasd.org
Facility:	L A Inmate Reception Center	Type: IIJ
Facility Address:	450 Bauchet Street	Phone #'s: (213) 893-5258
City, State Zip:	Los angeles, CA 90012	
Mailing Address:		Fax #'s: (323) 415-3179
Manager:	Chuck Antuna	Phone # (213) 893-5258
Title:	Captain	Email:

B. Physical Plant

Year Facility Completed:	1995	Applicable Standards: 1988
Year Last Remodeled:		
Date of Anticipated Opening:		

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>	<u>Non-Rated Special Use Beds</u>	<u>Avg. Daily Population</u>
Total RC: 336	Medical/Mental Health:	# Males: 149
Total # of Beds: 480	Disciplinary:	# Females:
	Other Beds:	
Total Capacity: 336	Total NRC: 0	Total ADP: 149

E. Local Inspections And Dates

Inspection Type	Date	Inspection Type	Date
Fire and Life Safety	6/23/2010	Health-Environmental	9/17/2010
Health-Medical/MMH	5/20/2011	Health-Nutrition	6/29/2006

CSA Code: 1330
 County: Los Angeles
 Facility: L A Inmate Reception Center

Inspection Cycle: 10/12
 Inspection Date: 6/27/2011

F. Staffing		
	Positions	Vacancies
Management/Supervisor	59	3
Line Custody / Custody Staff	311	23
Support Staff	360	67

G. Standards Compliance				
Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1073	15	6	Inmate Programs & Services	Grievance Procedures
1214	15	10	MMH Services	Informed Consent
1217	15	10	MMH Services	Psychotropic Medications
2.9	24	Part 2	Physical Plant 470A	Dayrooms
3.4	24	Part 2	Physical Plant 470A	Showers

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT COURT AND TEMPORARY HOLDING FACILITIES**

APPLICABLE REGULATIONS: 6/94; 2/99
Title 24, California Code of Regulations (CCR)

CSA Code: 1330

FACILITY NAME: Los Angeles Sheriff's Department Inmate Reception Center			FACILITY TYPE: II	
APPLICABLE REGULATIONS (Check All That Apply):	6/94: X	2/99:	OTHER: 1988; 1991	
FIELD REPRESENTATIVE: Magi Work			DATE: June 27, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Reception and Booking (2.1)	X			(Pre-78 Court Holding area in Central Jail is not inspected.)
Contains a weapons locker, designed as outlined in these regulations.				
Contains a cell or room for confinement pending booking	X			
Contains a detoxification cell (WA in TH; NA in CH) 2-99: Two detoxification cells are provided if both male and female inmates are held.	X			
Contains safety cell(s) (WA in TH; NA in CH)	X			
Shower room available 2-99: Access to shower must be within the secure area	X			
Provides secure vault or storage for inmate valuables	X			
Telephone(s) available for inmate use (PC § 851.5)	X			
2-99: Unobstructed access to hot and cold running water			X	
Temporary Holding Cell or Room (2.2)	X			In compliance provided the number of inmates does not exceed capacity of the individual cell rating
Contains 10 square feet of floor area per inmate				
Holds no more than 16 inmates	X			
Is not smaller than 40 square feet and has a clear ceiling height of 8 feet or more	X			
Contains sufficient seating to accommodate all inmates	X			
Contains water closet (toilet), washbasin, and drinking fountain	X			
Provides for clear visual supervision by staff	X			
A bunk is provided if inmates are held 12 hours or more	X			
Temporary Staging Cell or Room (2.3)	X			
Holds inmates classified and segregated per Title 15 § 1050 and 1053				
Holds inmates for four hours or less	X			
Limited to holding no more than 80 inmates	X			
Contains 10 square feet of floor area per inmates and has a clear ceiling height of 8 feet or more.	X			
Is at least 160 square feet	X			
Contains sufficient seating to accommodate all inmates	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Contains water closets (toilets), wash basins and drinking fountains as specified by these regulations	X			
Provides for clear visual supervision by staff	X			
Double Occupancy Cells (2.7) 5-88: Added provision for double occupancy cells Maximum capacity of two inmates	X			Module 231 and 232
Contain a minimum of 60 square feet of floor space in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet and one floor dimension at least 6 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain 2 bunks, 1 desk and seat (Desk and seat not required in Type I facilities)	X			
Dayrooms (2.9) 8-86: Added requirement for 3 foot wide corridors in front of cells-rooms	X			Bunks in day room space. Crowded
35 square feet of floor area per inmate		X		
Contain tables and seating to accommodate the maximum number of inmates served		X		
Access to toilets, washbasins and drinking fountains		X		
Available to all inmates in Type II and III facilities (excluding special use cells) and to workers in Type I facilities		X		
Detoxification Cell (2.4) Contains 20 square feet of floor area per inmate	X			Term changed to "Sobering Cell" at 2001 regulation revisions.
Is limited to no more than 8 inmates	X			
Is no smaller than 60 square feet and has a clear ceiling height of 8 feet or more	X			
Contains a water closet (toilet) wash basin and drinking fountain as specified by these regulations	X			
Has padded partitions located next to toilet fixtures	X			
Provides for clear visual supervision by staff	X			
Padding on floor	X			
Safety Cell (2.5)			X	No cells of this type used in this facility; detail of this regulation deleted from this checklist. Federal lawsuit.
Safety Equipment Storage (2.19) Adequate space is provided to store equipment such as fire extinguishers, SCBA, emergency lights, etc.	X			
Janitors' Closet (2.20) Lockable, containing a mop sink and storage space	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Audio or Visual Monitoring (2.22) There is an audio monitoring system capable of alerting staff in a central control. When visual electronic surveillance is use, it is located primarily in corridors, elevators, or at points on the security perimeter such as entrances and exits. 2-99: V ideo monitoring option deleted.	X			
Emergency Power (2.24) There is an emergency power source available and capable of providing minimal lighting in all areas and maintaining fire and life safety, security, communication and alarm systems.	X			
Attorney Interview Space (2.26) Available and provides for confidentiality	X			
Water Closets (Toilets)/Urinals (3.1) Provide for inmate privacy/modesty with staff being able to visual supervise; provided at a ratio of 1:16 in holding and staging cells. See regulation for calculations of urinal substitutions.	X			
Washbasins (3.2) Provide hot and cold or tempered water; provided at a ratio of 1:16 in holding and staging cells. See regulation for calculations of washbasin trough substitutions.	X			
Drinking Fountains (3.3) 2-99: P rovided at a ratio of at least 1:16 in holding and staging cells.	X			
Water outlet (bubbler) is mechanically actuated and at an angle that prevents wastewater from flowing over the outlet (bubbler); there is a mouth guard on the water outlet (bubbler). 2-99: M outh guard requirement deleted	X			
Showers (3.4) (NA in CH) Available in the security area; provide hot and cold or tempered water; shower stalls/areas are designed and constructed of materials that are impervious to water and soap so that they may be easily cleaned.		X		Crowded, exceeds 1:20 ratio for showers.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Beds/Bunks (3.5) (NA in CH; applicable in TH if inmates are held longer than 12 hours) At least 30 inches wide and 76 inches long with 21 inches between pans; constructed of pan bottom type or concrete; securely fastened to the floor and/or wall in facilities higher than minimum security.	X			
Lighting (3.6) Lighting is sufficient to permit easy reading by a person with normal vision, night lighting is sufficient for purposes of supervision. Lighting is centrally controlled and/or occupant controlled in housing cells or rooms. Light fixtures are of secure design.	X			
Windows (3.7) Windows that are accessible to inmates are no greater than 5 inches in on dimension.	X			
Cell Padding (3.8) The floors and partition are padded in detoxification cells. In safety cells, floors, doors, walls and everything on them are padded. All padded cells are equipped with an tamper resistant fire sprinkler approved by the SFM.	X			
All padding is: approved for use by the SFM; nonporous; at least ½ inch thick; of a unitary or laminated construction; firmly bonded to all surfaces; and, without exposed seams.	X			
Mirrors/Shelves/Clothes Hooks (3.9) A mirror of a material appropriate to the level of security is provided near each washbasin.	X			
Consistent with security needs, shelves and clothes hooks are provided wherever feasible. 2-99: R equirement for shelves and hooks deleted	X			
Clothes hooks are of a collapsible hook type 2-99: R equirement for hooks deleted	X			
Seating (3.10) Seating is designed to the level of security. When bench seating is used, eighteen inches of bench are provided per inmate. 2-99: I n holding and staging cells, seating is securely fastened to the wall and/or floor.	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Weapons Locker (3.12) (NA type IV and Minimum Security Facilities) A secure weapons locker is located outside the security perimeter of the facility and no weapons are brought into the security area. Lockers have individual compartments, locks and keys.	X			

CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION

CSA Code: 1330

FACILITY: Los Angeles Sheriff's Department Inmate Reception Center	TYPE: II	BRC: 336
FIELD REPRESENTATIVE: Magi Work		DATE: June 27, 2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S

General Note: Regulations limit holding cell capacity to a maximum of 16 inmates. Capacity of several cells is lower than this maximum due to available seating (18"/inmate). Staging cells are allowed under 1991 regulations and can hold up to 80 inmates, with adequate square footage and plumbing fixtures. Ten square feet per prisoner is required in holding and staging cells.

Effective 1/8/05, management of TTCF Modules 231 and 232 was assumed by IRC to provide a bed and temporary housing for inmate with health care needs to address before processing can be completed. Consequently, 384 beds were deleted from the TTCF rated capacity and associated with IRC.

Rated Capacity adjusted for Module 231 and 232. There are some single bunks in each cell therefore the rating is reduced from 384 to 336, June 2009, MW.

RECEPTION - FIRST FLOOR

Notes: In addition to the holding cells noted below, the reception area includes two "uncuff" rooms (A and B) that have no plumbing facilities. They are technically not holding cells and are considered "pre-booking" areas for BOC purposes.

101	Detox/Sobering Cell	1988	1		(8)	(8)	15' x 10.5'	1		1	1	
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Note: Padded Floor; regulations limit detox/sobering cell capacity to 8 inmates. Two additional detox/sobering cells added in "release" area (cells 244 & 246) and these are the ones that are typically used.

102	Holding	1988	1		(4)	(4)	7.3' x 10.5'	1		1	1	
103	Holding	1988	1		(4)	(4)	7.2' x 10.5'	1		1	1	
104	Holding	1988	1		(4)	(4)	7.2' x 10.5'	1		1	1	
105	Holding	1988	1		(4)	(4)	7.4' x 10.5'	1		1	1	

BOOKING - REAR (Female Holding)

Notes: In addition to the holding cells below, there are three unlocked holding areas (A, B and C), each of which has two combination toilet/washbasin/fountain units. As unlocked areas, they are not technically holding cells.

134	Holding	1988	1		(13)	(13)	144 square feet	1		1	1	
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Note: 18' bench; 5-sided irregular.

135	Holding	1988	1		(13)	(13)	132 square feet	1		1	1	
-----	---------	------	---	--	------	------	-----------------	---	--	---	---	--

Note: 28' bench.

136	Holding	1988	1		(16)	(16)	168 square feet	1		1	1	
-----	---------	------	---	--	------	------	-----------------	---	--	---	---	--

Note: 34.8' bench.

137	Holding	1988	1		(5)	(5)	73 square feet	1		1	1	
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Note: 9.4' bench.

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
138	Holding	1988	1		(1)	(1)	40 square feet	1		1	1	
Note: irregular shape; 2' bench.												
CLASSIFICATION – REAR												
Notes: In addition to the holding cells below, there are three unlocked holding areas (1, 2 and 3), each of which has two combination toilet/washbasin/fountain units. As unlocked areas, they are not technically holding cells. 129 does not have a bench in it. The cell can only be used if the inmate is in a wheel chair, otherwise the cells does not meet regulations. MW D11.												
129	Holding	1988	1		(5)	(5)	37 square feet	1		1	1	
Note: ADA Cell												
130	Holding	1988	1		(2)	(2)	48 square feet	1		1	1	
131	Holding	1988	1		(16)	(16)	168 square feet	1		1	1	
132	Holding	1988	1		(14)	(14)	140 square feet	1		1	1	
133	Holding	1988	1		(12)	(12)	128 square feet	1		1	1	
BATH HOLDING												
114	Holding	1988	1		(5)	(5)	81 square feet	1		1	1	
115	Holding	1988	1		(14)	(14)	180 square feet	1		1	1	
116	Holding	1988	1		(14)	(14)	180 square feet	1		1	1	
117	Holding	1988	1		(5)	(5)	81 square feet	1		1	1	
118	Holding	1988	1		(5)	(5)	81 square feet	1		1	1	
	Shower	1988	1					1		1	1	60
Two showers lines are near the medical section of the IRC. There are 60 showers on each line.												
MEDICAL												
Notes: Cells 123, 124, 125 & 127 are considered medical isolation pending evaluation and housing decisions. A non-rated wire "caged" area was added to the clinic screening waiting area in 2/02 to provide better security for clinic overflow.												
119	Holding	1988	1				Medical Waiting	1		1	1	
120	Holding	1988	1				Medical Waiting	1		1	1	
121	Holding	1988	1				Psych. Waiting	1		1	1	
123	Holding	1988	1		(3)	(3)	72 square feet	1		1	1	
124	Holding	1988	1		(3)	(3)	72 square feet	1		1	1	
125	Holding	1988	1		(3)	(3)	72 square feet	1		1	1	
126	Original holding cell converted to expand office/exam area.											
127	Holding	1988	1		(3)	(3)	72 square feet	1		1	1	
128	Original holding cell converted to medication dispensing area.											

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
COURTLINE												
106	Holding	1988	1		(16)	(16)	165 square feet	1		1	1	
107	Holding	1988	1		(16)	(16)	165 square feet	1		1	1	
108	Holding	1988	1		(14)	(14)	165 square feet	1		1	1	
109	Holding	1988	1		(7)	(7)	108 square feet	1		1	1	
110	Holding	1988	1		(14)	(14)	184 square feet	1		1	1	
111	Holding	1988	1		(14)	(14)	176 square feet	1		1	1	
112	Holding	1988	1		(14)	(14)	176 square feet	1		1	1	
113	Staging	1991	1		(44)	(44)	440 square feet	2	1	2		
122	Holding	1988	1		(16)	(16)	260 square feet	1		1	1	
2 ND FLOOR – CORRIDOR A												
201	Holding	1988	1		(14)	(14)	222 square feet	1		1	1	
202	Holding	1988	1		(14)	(14)	197 square feet	1		1	1	
203	Holding	1988	1		(14)	(14)	206 square feet	1		1	1	
204	Holding	1988	1		(15)	(15)	197 square feet	1		1	1	
205	Holding	1988	1		(14)	(14)	222 square feet	1		1	1	
206	Holding	1988	1		(16)	(16)	214 square feet	1		1	1	
207	Holding	1988	1		(15)	(15)	206 square feet	1		1	1	
208	Holding	1988	1		(16)	(16)	187 square feet	1		1	1	
209	Holding	1988	1		(16)	(16)	230 square feet	1		1	1	
210	Holding	1988	1		(16)	(16)	207 square feet	1		1	1	
211	Holding	1988	1		(15)	(15)	210 square feet	1		1	1	
212	Holding	1988	1		(16)	(16)	197 square feet	1		1	1	
213	Holding	1988	1		(14)	(14)	198 square feet	1		1	1	
214	Holding	1988	1		(16)	(16)	201 square feet	1		1	1	
215	Holding	1988	1		(14)	(14)	182 square feet	1		1	1	
216	Holding	1988	1		(16)	(16)	194 square feet	1		1	1	
217	Holding	1988	1		(15)	(15)	176 square feet	1		1	1	
218	Holding	1988	1		(16)	(16)	176 square feet	1		1	1	
219	Holding	1988	1		(5)	(5)	102 square feet	1		1	1	

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ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
220	Holding	1988	1		(16)	(16)	179 square feet	1		1	1	
231	Holding	1988	1		(16)	(16)	195 square feet	1		1	1	

CORRIDOR B

221	Holding	1988	1		(16)	(16)	198 square feet	1		1	1	
222	Holding	1988	1		(16)	(16)	197 square feet	1		1	1	
223	Holding	1988	1		(16)	(16)	206 square feet	1		1	1	
224	Holding	1988	1		(16)	(16)	179 square feet	1		1	1	
225	Holding	1988	1		(16)	(16)	210 square feet	1		1	1	
226	Holding	1988	1		(16)	(16)	191 square feet	1		1	1	
227	Holding	1988	1		(16)	(16)	210 square feet	1		1	1	
228	Holding	1988	1		(16)	(16)	160 square feet	1		1	1	
229	Holding	1988	1		(16)	(16)	209 square feet	1		1	1	

During the 4/2007 inspection it was determined that cells 233, 242, and 245 are now used as office space for the various staff. This will not affect the BRC because all cells converted are holding cells.

RELEASE

230	Holding	1988	1		(16)	(16)	184 square feet	1		1	1	
232	Holding	1988	1		(16)	(16)	184 square feet	1		1	1	
233	DNA Office	1988	1		(16)	(16)	260 square feet	1		1	1	
234	Holding	1988	1		(16)	(16)	204 square feet	1		1	1	
235	Holding	1988	1		(16)	(16)	216 square feet	1		1	1	
236	Holding	1988	1		(16)	(16)	204 square feet	1		1	1	
237	Holding	1988	1		(16)	(16)	192 square feet	1		1	1	
238	Holding	1988	1		(16)	(16)	204 square feet	1		1	1	
239	Holding	1988	1		(16)	(16)	216 square feet	1		1	1	
240	Holding	1988	1		(16)	(16)	204 square feet	1		1	1	
241	Holding	1988	1		(16)	(16)	192 square feet	1		1	1	
242	ICE Office	1988	1		(15)	(15)	185 square feet	1		1	1	
243	Holding	1988	1		(16)	(16)	172 square feet	1		1	1	
244	Detox/Sobering Cell	1988	1		(8)	(8)	185 square feet	1		1	1	
245	LAPD Office	1988	1		(14)	(14)	168 square feet	1		1	1	

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
246	Detox/Sobering Cell	1988	1		(8)	(8)	203 square feet	1		1	1	
Release	Staging	1991	1		(32)	(32)	700 square feet	1	1	2	2	

Module 231-232 Notes: Two showers per pod; 32 seats at dayroom tables. Each module has pods with 16 cells, 8 at the upper tier, 8 at bottom level. Of the 16 cells, 12 are 72 square feet and 4 are 100 square feet (these are single cells addressing ADA issues). Effective 1/8/05, management of Modules 231 and 232 was transferred from TTCF to IRC.

MODULE 231

231-A	Single/Double	1988	16	2	1-2	28	See note above.	1		1	1	
231-B	Single/Double	1988	16	2	1-2	28		1		1	1	
231-C	Single/Double	1988	16	2	1-2	28		1		1	1	
231-D	Single/Double	1988	16	2	1-2	28		1		1	1	
231-E	Single/Double	1988	16	2	1-2	28		1		1	1	
231-F	Single/Double	1988	16	2	1-2	28		1		1	1	

There are 72 beds in the dayroom, dayroom overflow (DOF)

MODULE 232

232-A	Single/Double	1988	16	2	1-2	28	See note above.	1		1	1	
232-B	Single/Double	1988	16	2	1-2	28		1		1	1	
232-C	Single/Double	1988	16	2	1-2	28		1		1	1	
232-D	Single/Double	1988	16	2	1-2	28		1		1	1	
232-E	Single/Double	1988	16	2	1-2	28		1		1	1	
232-F	Single/Double	1988	16	2	1-2	28		1		1	1	

There are 10 portable bunks in the corridor area in front of 232, staff wants to use this as a triage area to determine if the inmate needs to be sent to the hospital. There are 64 beds in the dayroom (DOF), 7/2011; MW.

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

**North County Correctional Facility
CSA # 1395**

SUMMARY FACESHEET

**TITLE24
PHSYICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code: 1395	Inspection Cycle: 10/12	
County: Los Angeles	Inspection Date: 7/20/2011	
City: Countywide	Field Representative: Work, Magi	

A. Description

Department:	Los Angeles Sheriff's Department-Custody Operations	Department #: 1084
Administrator:	Lee Baca, Sheriff	Phone #: (323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #: (323) 267-6000
		Email: ldbaca@lasd.org
Admin Desig.:	Sam Jones, Chief of Detention	Phone #: (213) 893-5001
Address:	Custody Operations Division Los Angeles, CA 90012	FAX #: (213) 473-6058
		Email: s1jones@lasd.org
Facility:	LA North County Corr. Facility	Type: II
Facility Address:	29340 The Old Road	Phone #'s: (661) 295-7810
City, State Zip:	Castaic, CA 91384	
Mailing Address:		Fax #'s: (661) 257-0741

Manager:	Victor Trujillo	Phone # (661) 295-7801
Title:	Captain	Email:

B. Physical Plant

Year Facility Completed:	1990	Applicable Standards: 1980
Year Last Remodeled:		
Date of Anticipated Opening:		

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>	<u>Non-Rated Special Use Beds</u>	<u>Avg. Daily Population</u>
Total RC: 2208	Medical/Mental Health: 20	# Males:
Total # of Beds: 4076	Disciplinary: 48	# Females:
	Other Beds: 0	
Total Capacity: 2276	Total NRC: 68	Total ADP: 0

E. Local Inspections And Dates

Inspection Type	Date	Inspection Type	Date
Fire and Life Safety	6/18/2009	Health-Environmental	2/25/2009
Health-Medical/MMH	5/28/2011	Health-Nutrition	6/13/2006

CSA Code: 1395
 County: Los Angeles
 Facility: LA North County Corr. Facility

Inspection Cycle: 10/12
 Inspection Date: 7/20/2011

F. Staffing		
	Positions	Vacancies
Management/Supervisor	74	8
Line Custody / Custody Staff	350	22
Support Staff	33	11

G. Standards Compliance				
Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1065	15	6	Inmate Programs & Services	Exercise & Recreation
1073	15	6	Inmate Programs & Services	Grievance Procedures
1205	15	10	MMH Services	MMH Records
1216	15	10	MMH Services	Pharmaceutical Management
1245	15	11	Food	Kitchen, Sanitation & Food Storage
1280	15	14	Facility Sanitation & Safety	Sanitation, Safety and Maintenance
2.8	24	Part 2	Physical Plant 470A	Dormitories
2.9	24	Part 2	Physical Plant 470A	Dayrooms
3.4	24	Part 2	Physical Plant 470A	Showers

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: 3/80; 8/86; 5/88; 1/91
Title 24, California Code of Regulations (CCR)**

CSA Code: 1395

FACILITY NAME: Los Angels Sheriff's Department Peter Pitches North County Facility					FACILITY TYPE: II	
APPLICABLE REGULATIONS (Check All That Apply):		3/80: X	8/86: X	5/88: X	1/91:	OTHER:
FIELD REPRESENTATIVE: Magi Work					DATE: July 20, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Temporary Holding Cells (2.2)	X			
Contain 10 square feet of floor per inmate				
Limited to no more than 16 inmates	X			
No smaller than 40 square feet	X			
Contain sufficient seating to accommodate all inmates	X			
Toilet accessible	X			
Water fountain accessible	X			
Wash basin accessible	X			
Provides clear visual supervision	X			
Telephone accessible	X			
Weapons Locker (3.12)	X			
External to the security area and equipped with individual compartments, locks and keys				
Temporary Staging Cell or Room (2.3)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
1-91: Added provision for temporary staging cells-rooms				
Detoxification Cells (2.4)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Shower-Delousing Room (3.4)			X	Not an intake facility; available at IRC
Available in reception/booking				
Secure Vault or Storage Space (2.1)			X	Not an intake facility; available at IRC
Available for inmate valuables				
Telephone (2.1)			X	Not an intake facility; available at IRC
Available for inmate use per Penal Code § 851.5				
Safety Cells (2.5)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Single Occupancy Cells (2.6)	X			
Maximum capacity of one inmate				
Contain a minimum of 60 square feet of floor area in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Contain toilet, washbasin and drinking fountain	X			
Contain a bunk, desk and seat (Desk and seat not required in Type I in later, less restrictive 1986 standards)	X			
Multiple Occupancy Cells (8227) 8-86: Deleted provision for multiple occupancy cells			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Multiple Occupancy Rooms (8229) 8-86: Deleted provision for multiple occupancy rooms Limited to housing persons in Type III and IV facilities and workers in Type I and II facilities			X	The facility was constructed and originally rated under 1980 regulations that allowed "Multiple Occupancy Rooms," but not dorms. The terms "dorm" and "multiple occupancy rooms" have both been used in BOC documentation. At the 1998-2000 inspection, we applied the 1986 Dorm regulations to these housing units to more closely correspond with the practice of considering each housing area (i.e., 511, 512, etc) a dorm. This circumvents the 1980 limitation of allowing Multiple Occupancy Rooms only in Type III and IV facilities and inmate worker units in other facilities. This change has no impact on Board Rated Capacity (BRC) or facility operation.
Contain 50 square feet of floor area per person and a minimum of 8 feet ceiling height			X	
Limited to no more than 16 persons			X	
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains			X	
Provide storage space for each occupant's personal items			X	
Double Occupancy Cells (2.7) 5-88: Added provision for double occupancy cells Maximum capacity of two inmates	X			900 Building, except disciplinary isolation
Contain a minimum of 60 square feet of floor space in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet and one floor dimension at least 6 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain 2 bunks, 1 desk and seat (Desk and seat not required in Type I facilities)	X			
Dormitories (2.8) 8-86: Provision for dormitories added Contain 50 square feet of floor area per inmate and a minimum of 8 feet ceiling height		X		See notes above related to Multiple Occupancy rooms. Insufficient square footage due to crowding.
Be designed for no fewer than 8 and no more than 64 inmates	X			
Facilities having a total rated capacity of 80 inmates or less, may design dormitories for no fewer than 4 inmates			X	
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains		X		Ratio changed to 1:10 at 2001 regulation revision. Exceeded due to crowding
Provide storage space for each inmates' personal items	X			
Dayrooms (2.9) 8-86: Added requirement for 3 foot wide corridors in front of cells-rooms	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
35 square feet of floor area per inmate		X		Exceeded due to crowding
Contain tables and seating to accommodate the maximum number of inmates served	X			
Access to toilets, washbasins and drinking fountains	X			
Available to all inmates in Type II and III facilities (excluding special use cells) and to workers in Type I facilities	X			
Shower (3.4) Available on a ratio of 1:16		X		Ratio changed to 1:20 in the 1998-99 regulations; exceeded due to crowding
Lighting (3.6) Sufficient to permit easy reading. Night lighting is sufficient to allow good supervision. 8-86: Specifies at least 20 foot-candles at desk level and in grooming areas, with night lighting not to exceed 5 foot-candles	X			
Beds-Bunks (3.5) 30 inches wide and 76 inches long	X			
Comfortable Living Environment [102(c)6] A comfortable living environment is maintained through an adequate heating and cooling system.	X			
Exercise Area -Type II, III and WA IV (2.10) At least one exercise area must contain a minimum of 900 square feet	X			
8-86: Outdoor exercise area provided	X			
8-86: Clear height of 15 feet with required surface area meeting a formula of: 80% of maximum rated inmate population and number of one-hour exercise periods per day = required surface area	X			
Program Space - Type II and III (2.11) Sufficient area and furnishings to meet the needs of the facility programs	X			
Dining Facilities (2.17) 15 square feet per inmate being fed	X			
Toilets, washbasins and showers are not in the same room or not in view of inmate dining	X			
Visiting (2.18) Sufficient visiting area	X			
Contact visits whenever possible for minimum security inmates			X	
Attorney Interviews (2.26) Provide for confidential attorney consultation	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Safety Equipment Storage (2.19) Adequate space is provided for storage of equipment such as fire extinguishers, SCBA, emergency lights, etc.	X			
Janitor Closet (2.20) Located in security areas lockable, containing a mop sink and storage space	X			
Storage Rooms (2.21) Sufficient space to accommodate inmate property, bedding and supplies	X			
Audio or Video Monitoring System -NA Type IV (2.22) Audio monitoring system capable of alerting staff in a central control	X			
Video monitoring in corridors, main entries and/or exits and programs or activity areas	X			
Fire Detection and Alarm System [102(c)6] Automatic fire alarm system capable of alerting staff in a central control point	X			
Emergency Power (2.24) Available to provide minimal lighting, maintain communications, alarm, fire, life and security systems	X			
Provide Space for: Barber/beauty shop(2.15) 8-86: Limit requirement to Type II and III facilities (Deleted 2/99)	X			
Canteen (2.16) 8-86: Added for II, III & IV facilities	X			
Confidential Interview Rooms (2.25) 8-86: Added for Type II facilities	X			

**CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION**

CSA Code: 1395

FACILITY: Los Angeles Sheriff's Department Peter Pitches North County Facility	TYPE: II	BRC: 2208
FIELD REPRESENTATIVE: Magi Work		DATE: 7/20/2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
In Buildings 500-700, there is an indoor exercise/multipurpose area for every 4 dorms: in Building 800, there is one for every three dorms. Double bunks have been added to each dorm in Buildings 600, 700 and 900 to alleviate crowding. Facility staff report 4,011 beds in this facility, in addition to 20 non-rated medical beds that are not used and 48 disciplinary beds.												
Number of beds did not change since 2008-2010 inspection cycle, 7/2011-MW.												
BUILDING 400												
Intake	Holding	1980	5		16	(80)	23.2 X 7.3 X 9.7	1		1	1	
Notes: 38' bench												
	Holding	1980	6		4	(24)	6.7 X 7.2 X 10.1	1		1	1	
Notes: 7.2' bench; irregular dimension; meets minimum 40 square foot requirement												
Medical	Single	1980	4	1	1	(4)	15.3 X 9.5 X 10.1	1		1	1	
Notes: Two of six original medical single rooms converted to storage												
	Multiple	1980	2	8	8	(16)	39.6 X 23.4 X 9.9	2	1	2	1	2
BUILDING 500 – LEVEL 1 (515 is the staff station)												
511	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
512	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
513	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
514	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
516	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
517	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
518	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
519	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
BUILDING 500 – LEVEL 2 (525 is the staff station)												
521	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
522	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
523	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
524	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
526	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
527	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
528	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
529	Dorm	1986	1	60	32	32	3,122 square feet	4	2	4	2	2
	Holding	1986	1		1	(2)	11.2 X 7.4	1		1	1	

BUILDING 600 – LEVEL 1 (615 is the staff station)

611	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
612	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
613	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
614	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
616	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
617	Dorm	1986	1	58	32	32	3,122 square feet	4	2	4	2	2

Notes: Rooms 5 & 6 converted to office/storage.

618	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
619	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2

BUILDING 600 – LEVEL 2 (625 is the staff station)

621	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
622	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
623	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
624	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
626	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
627	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
628	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
629	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
	Holding	1986	1		1	(2)	11.2 X 7.4	1		1	1	

BUILDING 700 – LEVEL 1 (715 is the staff station)

711	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
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*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
712	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
713	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
714	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
716	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
717	Dorm	1986	1	58	32	32	3,122 square feet	4	2	4	2	2
Notes: Rooms 5 & 6 converted to office/storage.												
718	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
719	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
BUILDING 700 – LEVEL 2 (725 is the staff station)												
721	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
722	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
723	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
724	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
726	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
727	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
728	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
729	Dorm	1986	1	66	32	32	3,122 square feet	4	2	4	2	2
	Holding	1986	1		1	(2)	11.2 X 7.4	1		1	1	
BUILDING 800 – LEVEL 1 (815 is the staff station)												
811	Dorm	1986	1	61	32	32	2,901 square feet	4	2	4	2	2
812	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
813	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
816	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
817	Dorm	1986	1	50	32	32	2,901 square feet	4	2	4	2	2
818	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
BUILDING 800 – LEVEL 2 (825 is the staff station)												
821	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
822	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
823	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
826	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2

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ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
827	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
828	Dorm	1986	1	62	32	32	2,901 square feet	4	2	4	2	2
	Holding	1986	1		1	(1)	11.2 X 7.4	1		1	1	
BUILDING 900												
Notes: Building 900 has 2-story units, <u>each</u> with a ground floor and an upper tier. Typically there are 8 double bunks on the each level. 1988 regulations are the first that provide for double cells.												
910-Staff Station												
911	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
912	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
913	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
	Dayroom	1988	3				35.9 X 35.8 X 18.3	1		1	1	2
920-Staff Station												
921	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
922	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
923	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
	Dayroom	1988	3				35.9 X 35.8 X 18.3	1		1	1	2
925-Staff Station												
926	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
927	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
928	Double	1988	16	2	2	32	12.7 X 6.9 X 8.7	1		1	1	
	Dayroom	1988	3				35.9 X 35.8 X 18.3	1		1	1	2
DISCIPLINARY – Non rated beds												
915-Staff												
	Single	1980	48	2	(1)	(48)	10.7 X 7.3	1		1	1	
	Common Area											4

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ROOMS						EACH ROOM						
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
<p>Historical Notes: Buildings 500 – 900 are housing. Buildings 500-800 are Dorms, each with an upper and lower tier on each of two levels. The facility was constructed and originally rated under 1980 regulations that allowed "Multiple Occupancy Rooms," but not dorms. This forced the original rating to consider the upper and lower tiers as separate dorms, each with a maximum capacity of 16 inmates. The terms "dorm" and "multiple occupancy rooms" have both been used in BOC documentation. At the 1998-2000 inspection, we applied the 1986 Dorm regulations to these housing units to more closely correspond with the practice of considering each housing area (i.e., 511, 512, etc) a dorm. This also circumvents the problem of the 1980 regulation, which limits Multiple Occupancy Rooms to Type III and IV facilities and to inmate worker units in other facilities. This change has no impact on Board Rated Capacity (BRC) or facility operation. Each Dorm (i.e., 511, 512, etc) has 4 toilets, 2 urinals, 4 washbasins, 2 drinking fountains and 2 showers.</p> <p>BOC records indicate that the dimensions for the bunk/housing areas in Buildings 500-700 are 49.0' X 12.0' X 8.6' on the upper and lower tiers, for a total of 1176 square feet. In addition, the dayroom space for each dorm is 49.9' X 39.0' X 17.8' (1946 square feet). The total dayroom & housing square feet is 3,122. This is sufficient for 37 single-bunked inmates (50 square feet housing + 35 square feet dayroom/inmate). Later 1991 regulations reduce the square footage to 72.5 square feet per <u>double</u>-bunked inmate (43 inmates); however, there would not be sufficient plumbing fixtures to reach this capacity.</p> <p>BOC records indicate that the dimensions for the bunk/housing area in Building 800 are 57.3' X 13.2' X 8.7' on the upper and lower tiers, for a total of 1513 square feet. In addition, the dayroom space for each housing dorm is 25.7' X 54.0' X 17.9' (1388 square feet). The total dayroom & housing is 2,901 square feet. This is sufficient for 34 single-bunked inmates (50 square feet housing + 35 square feet dayroom/inmate). Later 1991 regulations reduce the square footage to 72.5 square feet per <u>double</u>-bunked inmate. This requirement is further reduced to 70 square feet for double bunked inmates and 65 square feet for triple bunked inmates in 2001 regulations. Based on square footage under 2001 regulations, the dorms in building 800 could support a double bunked capacity of 41 inmates and, triple bunked, 45 inmates. Plumbing fixtures would limit the capacity to 40 inmates if we were requested to reevaluate the Board Rated Capacity. There are considerably more beds in each dorm.</p>												

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

**Peter Pitchess East Facility
CSA # 1400**

SUMMARY FACESHEET

**TITLE 24
PHYSICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code: 1400	Inspection Cycle: 10/12	
County: Los Angeles	Inspection Date: 7/19/2011	
City: Countywide	Field Representative: Work, Magi	

A. Description

Department: Los Angeles Sheriff's Department-Custody Operations	Department #: 1084	
Administrator: Lee Baca, Sheriff	Phone #: (323) 526-5541	
Address: 4700 Ramona Blvd. Monterey Park, CA 91754	FAX #: (323) 267-6000	
	Email: ldbaca@lasd.org	
Admin Desig.: Sam Jones, Chief of Detention	Phone #: (213) 893-5001	
Address: Custody Operations Division Los Angeles, CA 90012	FAX #: (213) 473-6058	
	Email: s1jones@lasd.org	
Facility: LA Pitchess East Facility	Type: II	
Facility Address: 29310 The Old Road	Phone #'s: (661) 295-8815	
City, State Zip: Castaic, CA 91384		
Mailing Address:	Fax #'s: (661) 295-8033	

Manager: Ray Leyva	Phone # (661) 295-8092	
Title: Captain	Email: rleyva@lasd.org	

B. Physical Plant

Year Facility Completed: 1954	Applicable Standards: 1963	
	1994	
Year Last Remodeled:		
Date of Anticipated Opening:		

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>	<u>Non-Rated Special Use Beds</u>	<u>Avg. Daily Population</u>
Total RC: 926	Medical/Mental Health: 0	# Males: 1052
Total # of Beds: 1944	Disciplinary:	# Females:
	Other Beds: 0	
Total Capacity: 926	Total NRC: 0	Total ADP: 1052

E. Local Inspections And Dates

<u>Inspection Type</u>	<u>Date</u>	<u>Inspection Type</u>	<u>Date</u>
Fire and Life Safety	6/16/2009	Health-Environmental	9/17/2008
Health-Medical/MMH	5/26/2011	Health-Nutrition	8/14/2006

CSA Code: 1400
 County: Los Angeles
 Facility: LA Pitchess East Facility

Inspection Cycle: 10/12
 Inspection Date: 7/19/2011

F. Staffing		
	Positions	Vacancies
Management/Supervisor	23	0
Line Custody / Custody Staff	188	22
Support Staff	6	1

G. Standards Compliance				
Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1063	15	6	Inmate Programs & Services	Correspondence
1065	15	6	Inmate Programs & Services	Exercise & Recreation
1073	15	6	Inmate Programs & Services	Grievance Procedures
2.8	24	Part 2	Physical Plant 470A	Dormitories
3.4	24	Part 2	Physical Plant 470A	Showers

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: PRE-73; 4/73
Title 24, California Code of Regulations (CCR)**

CSA Code: 1400

FACILITY NAME: Los Angeles Sheriff's Department Peter Pitches East Facility			FACILITY TYPE: II	
APPLICABLE REGULATIONS (Check All That Apply):	PRE-73: X	Post 4/73:	OTHER: 1963; 1994	
FIELD REPRESENTATIVE: Magi Work			DATE: July 19, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Holding Cells (2.2)			X	Not a booking facility; inmates processed through IRC.
Contain 10 square feet of floor per inmate				
Capacity not to exceed ten (10) persons 4-73: C apacity limitation deleted			X	
Sufficient fixed benches to accommodate cell capacity			X	
Toilet accessible			X	
Water fountain accessible			X	
Wash basin accessible			X	
3.12 Weapons Locker (3.12)	X			
External to the security area and equipped with individual compartments, locks and keys				
Detoxification Cells (2.4)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Shower-Delousing Room (3.4)			X	Not a booking facility
Available in booking/reception				
Secure Vault or Storage Space (2.1)			X	Stored at IRC
Available for inmate valuables				
Telephone (2.1)			X	Not a booking facility; phones throughout the facility.
Available for inmate use per Penal Code § 851.5				
Single Occupancy Cells (2.6)				See notes for multiple occupancy cells.
Maximum capacity of one inmate.				
A minimum width of 6 feet, length of 7.5 feet and height of 8 feet 4-73: M inimum width of 6 feet, length 8 feet and height of 8 feet, OR clear floor area of 43 square feet			X	Variance granted 11/8/76. These cells are no longer in existence.
Contain toilet and washbasin and drinking fountain	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Contain a bunk capable of accommodating a standard 30" X 76" mattress	X			
Multiple Occupancy Cells (8227) A capacity of more than 2 persons 4-73: C apacity between 4-16 inmates			X	BOC file notes indicate a variance was granted for 48 2-man cells on basis of 616 cubic feet of airspace. Notes in Living Area Space Evaluation (LASE) call the cells in question "singles" and note that a 7/6/76 request to double-bunk was turned down. If the BRC is ever reassessed, archive files should be reviewed to clarify this discrepancy. These are the 362 Ad. Seg. Unit and the 363 Disciplinary Unit.
A minimum of 500 cubic feet of air space per inmate 4-73: M inimum of 25 square feet floor space per inmate	X			
Toilet and washbasin 4-73: 1 :8 ratio	X			
Drinking fountain	X			
Contain a bunk capable of accommodating a standard 30" X 76" mattress	X			
Safety Cells (2.5)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Dormitory (2.8) Capacity of 4-50 inmates 4-73: C apacity limitation deleted		X		11/11/76 variance granted for 66 inmates; however, operation exceeds this capacity
500 cubic feet of air space per inmate 4-73: 4 0 square feet per inmate		X		
A least 10 foot ceilings if double bunked 4-73: T oilet and Washbasin ratio at 1:8 ratio	X			11'7" ceilings
4-73: D rinking fountain		X		Ratio changed to 1:10 in 2001 regulations
Showers (3.4) Available at 1:16 ratio		X		1963 standards do not specify
Lighting (3.6) 4-73: Sufficient to permit easy reading			X	Ratio changed to 1:20 in 2001 regulations; exceeded due to crowding in some dorms.
4-73: N ight lighting is sufficient to allow good supervision			X	1963 standards.
Comfortable Living Environment (102(c)6) 4-73: A comfortable living environment is maintained through an adequate heating and cooling system			X	1963 standards.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Dayrooms (2.9) Available for inmates in single cells, multiple cells and dormitories 4-73: 25 square feet dayroom space per inmate in Type II and III facilities and inmate workers in Type I	X			1963 regulations require availability of dayroom space, but do not specify square footage
Exercise Area (2.10) Available in Type II and III facilities 4-73: Minimum of 30 feet X 50 feet X 15 feet	X			
Program Space -Type II and III (2.11) Available in Type II and III facilities 4-73: Sufficient area and furnishings to meet needs	X			
Dining Facilities (2.17) 15 square feet per person served (in facilities for 100 persons or more) 4-73: Toilets, washbasins and showers are not in the same room or not in view of inmates dining	X			
Visiting (2.18) Visiting area	X			
4-73: Contact visits are permitted in minimum security facilities			X	
Attorney Interview Space (2.26) Provide for confidential attorney consultation	X			
Janitor Closet (2.20) Located in security areas, lockable, containing a mop sink	X			
Storage Space (2.21) Adequate space available	X			
Audio or Video Monitoring System (2.22) Located in all inmate housing units and capable of alerting staff in a central control	X			In dormitories and minimal supervision areas. 362/362 discipline and administrative segregation cells do not have CCTV equipment.
Fire Alarm System [102(2)6] Recommended in Pre-73 facilities 4-73: Automatic fire alarm system is required	X			
Emergency Power (2.24) Recommended in Pre-73 facilities 4-73: Required; to provide minimal lighting, communications and alarm systems	X			

CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION

CSA Code: 1400

FACILITY: Los Angeles Sheriff's Department Peter Pitches East Facility	TYPE: II	BRC: 926
FIELD REPRESENTATIVE: Magi Work		DATE: 7/19/2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S

At the 2002-2004 inspection Dorm 320 was converted into classrooms and this change reduced the previous Board Rated Capacity (BRC) of 996 by 66 beds. Additionally, we dropped the capacity by 4 beds to address the four single cells discussed below, which had been "carried" in the capacity for a number of years. Consequently, the BRC was reduced from 996 to 926. Facility staff reports that there are 1854 housing beds, in addition to 24 non-rated disciplinary beds. (See note for Units 362/363.)

Historical note regarding BRC: There were 4 single cells along the main hallway that records indicate received a November 1976 variance for use despite being under size. They were closed at one time, reopened in 1989 and had been used for storage for a number of years, with no plans to reopen. They were deleted from this report during the 1998/2000 inspection, were carried in the BRC because reducing the capacity by that small number was confusing and of little value. As noted above, they were deleted during the 2002-04 inspection when the 66-bed deduction was also made when Unit 320 was no longer used for housing.

The "+" after the total Board Rated Capacity (BRC) indicates that all available air space was utilized to establish the original rated capacity pursuant to the 1963 standards.

Dormitories 321-336: BOC file notes indicate a November 11, 1976 variance to allow 66 persons in each of 12 dorms, with a toilet ratio of 1:9.4 inmates. This was apparently extended to a 13th dorm at a later time. (As of 2001 regulation revisions, the ratio was changed to 1:10.) There is 6' of urinal in each dorm, in addition to the toilets noted below.

- Two cage like structures were built in all dorms at the East facility during the 2010-2011 inspection cycle. The cage-like areas take up approximately 96 sq. ft of dorm space. This square footage decrease does not affect the rated capacity as there is 3738 square feet and capacity is based on a variance not to exceed 66 not because of limited square footage.

320	Dorm	1963	Converted to classroom 2002				89.0 X 42.0 X 11.5					
321 School Dorm	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
322	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
323	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
324	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
325	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
326	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
331	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
332	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
333	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
334	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5
335	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
336	Dorm	1963	1	126	66	66+	89.0 X 42.0 X 11.5	4	6	8	1	5

DORMS 319 AND 327

Note: Units 319 and 327 were renovated and evaluated under 1994 regulations. Regulations limit the maximum dorm capacity to 64 inmates.

319 Inmate Workers	Dorm	1994	1	126	46	46	3,404 square feet	5	3	8	1	4
327	Dorm	1994	1	168	64	64	5,240 square feet	8	3	10	1	4

UNIT 362 AND 363

Notes: BOC files indicate that a July 6, 1976 request to double bunk 48 single cells was denied. They also indicate that a variance was granted at an unspecified date for 48 2-man cells, on basis of 616 cubic feet of airspace. If inmate population ever begins to approximate Board Rated Capacity, it may become useful to review archive files to determine what really occurred.

Unit 362 is "pre-discipline" (administrative segregation) and counted in the BRC; Unit 363 is disciplinary cells and is not counted in the BRC. The dimensions below are aggregate figures for the area; individual cell dimensions not on file.

362A	Single	1963	12	2	1	12	42.0 X 88 X 8.0	1		1	1	1
362B	Single	1963	12	2	1	12	42.0 X 88 X 8.0	1		1	1	1
363A	Single	1963	12	2	1	(12)	42.0 X 88 X 8.0	1		1	1	1
363B	Single	1963	12	2	1	(12)	42.0 X 88 X 8.0	1		1	1	1

MEDICAL HOUSING

There are no medical beds. Historical files report 3 medical dorms, with 27 beds and a BRC of 24 inmates (22.5 X 26.0 X 12.0). Use of these dorms was discontinued several years ago and they were deleted from the Living Area Space Evaluation at the 1998-00 inspection. This has no impact on rated capacity, as they were "non-rated" medical beds.

Dorms 320-326 and 331 were open during this inspection 7/2011, MW.

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

**Peter Pitchess South Facility
CSA # 1410**

SUMMARY FACESHEET

**TITLE 24
PHYSICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code:	1410	Inspection Cycle:	10/12
County:	Los Angeles	Inspection Date:	7/19/2011
City:	Countywide	Field Representative:	Work, Magi

A. Description

Department:	Los Angeles Sheriff's Department-Custody Operations	Department #:	1084
Administrator:	Lee Baca, Sheriff	Phone #:	(323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #:	(323) 267-6000
		Email:	ldbaca@lasd.org
Admin Desig.:	Sam Jones, Chief of Detention	Phone #:	(213) 893-5001
Address:	Custody Operations Division Los Angeles, CA 90012	FAX #:	(213) 473-6058
		Email:	s1jones@lasd.org
Facility:	LA Pitchess South (No. Annex)	Type:	II
Facility Address:	29330 The Old Road	Phone #'s:	(661) 295-8840
City, State Zip:	Castaic, CA 91384		
Mailing Address:	29320 The Old Road Castaic CA, 91384	Fax #'s:	(661) 257-2367
Manager:	Randal Stover	Phone #	(661) 295-8822
Title:	Captain	Email:	

B. Physical Plant

Year Facility Completed:	1971	Applicable Standards:	1973 1980
Year Last Remodeled:			
Date of Anticipated Opening:			

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>	<u>Non-Rated Special Use Beds</u>	<u>Avg. Daily Population</u>
Total RC: 846	Medical/Mental Health: 0	# Males: 537
Total # of Beds: 1536	Disciplinary: 60	# Females:
	Other Beds: 0	
Total Capacity: 906	Total NRC: 60	Total ADP: 537

E. Local Inspections And Dates

Inspection Type	Date	Inspection Type	Date
Fire and Life Safety	6/15/2009	Health-Environmental	8/21/2008
Health-Medical/MMH	5/26/2011	Health-Nutrition	8/21/2008

CSA Code: 1410
County: Los Angeles
Facility: LA Pitchess South (No. Annex)

Inspection Cycle: 10/12
Inspection Date: 7/19/2011

F. Staffing

	Positions	Vacancies
Management/Supervisor		
Line Custody / Custody Staff	286	26
Support Staff	32	1

G. Standards Compliance

Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1073	15	6	Inmate Programs & Services	Grievance Procedures
1245	15	11	Food	Kitchen, Sanitation & Food Storage
2.8	24	Part 2	Physical Plant 470A	Dormitories
2.9	24	Part 2	Physical Plant 470A	Dayrooms
8229	24	Part 2	Physical Plant 470A	Multiple Rooms

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: 3/80; 8/86; 5/88; 1/91
Title 24, California Code of Regulations (CCR)**

CSA Code: 1410

FACILITY NAME: Los Angeles Sheriff's Department Peter Pitches South Facility- (formerly the North Annex) ¹				FACILITY TYPE: II	
APPLICABLE REGULATIONS (Check All That Apply):	3/80: X	8/86:	5/88:	1/91:	OTHER: 1973
FIELD REPRESENTATIVE: Magi Work				DATE: July 19, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Temporary Holding Cells (2.2)			X	Not a booking facility; inmates processed through IRC.
Contain 10 square feet of floor per inmate				
Limited to no more than 16 inmates			X	
No smaller than 40 square feet			X	
Contain sufficient seating to accommodate all inmates			X	
Toilet accessible			X	
Water fountain accessible			X	
Wash basin accessible			X	
Provides clear visual supervision			X	
Telephone accessible			X	
Weapons Locker (3.12)	X			
External to the security area and equipped with individual compartments, locks and keys				
Temporary Staging Cell or Room (2.3)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
1-91: Added provision for temporary staging cells-rooms				
Detoxification Cells (2.4)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Shower-Delousing Room (3.4)	X			
Available in reception/booking				
Secure Vault or Storage Space (2.1)			X	Stored at IRC.
Available for inmate valuables				
Telephone (2.1)			X	Not a booking facility; phones throughout the housing areas.
Available for inmate use per Penal Code § 851.5				
Safety Cells (2.5)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Single Occupancy Cells (2.6)				No cells of this type in this facility; detail of this regulation deleted from this checklist.
Multiple Occupancy Cells (8227)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.

¹ Effective 11/3/01, South Facility operations were curtailed due to budget constraints; three to six dorms have been operational since then.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Multiple Occupancy Rooms (8229) 8-86: Deleted provision for multiple occupancy rooms Limited to housing persons in Type III and IV facilities and workers in Type I and II facilities	X			1980 regulations do not allow dormitories; "dorms" 41-51 were considered to be separate spaces, divided by the toilet/shower areas, to create 16-inmate units under the "multiple occupancy room" regulation and a total rated capacity of 32 inmates.
Contain 50 square feet of floor area per person and a minimum of 8 feet ceiling height		X		Over rated capacity.
Limited to no more than 16 persons		X		Over rated capacity.
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains		X		Ratio changed to 1:10 in the 2001 regulations.
Provide storage space for each occupant's personal items		X		
Double Occupancy Cells (2.7) 5-88: Added provision for double occupancy cells			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Dormitories (2.8) 8-86: Provision for dormitories added Contain 50 square feet of floor area per inmate and a minimum of 8 feet ceiling height			X	There are no dormitories rated under the 1986 dorm regulation. See section below for the 1973 dormitory standards. See multiple occupancy room discussion above.
Be designed for no fewer than 8 and no more than 64 inmates			X	
Facilities having a total rated capacity of 80 inmates or less, may design dormitories for no fewer than 4 inmates			X	
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains			X	
Provide storage space for each inmates' personal items			X	
Dormitory (2.8) 1973 Dorm Standard Capacity of 4-50 inmates 4-73: Capacity limitation deleted	X			Dorms 30-39 are rated under the 1973 regulations, which allowed dormitories with 40 square feet of floor space per inmate + 25 square feet dayroom.
500 cubic feet of air space per inmate 4-73: 40 square feet per inmate		X		1973 regulations require 40 square feet per inmate, with no limit on the number in each dorm
A least 10 foot ceilings if double bunked	X			
4-73: Toilet and Washbasin ratio at 1:8 ratio		X		Over rated capacity, dorms are rated for 62 inmates in some areas and 32 inmates in other areas.
4-73: Drinking fountain		X		Over rated capacity.
Dayrooms (2.9) 8-86: Added requirement for 3 foot wide corridors in front of cells-rooms	X			
35 square feet of floor area per inmate		X		Dorms 30-39 are rated under the 1973 regulations which required only 25 square feet dayroom + 40 square feet sleeping room per inmate. The facility is still out of compliance due to crowding.
Contain tables and seating to accommodate the maximum number of inmates served		X		Crowding.
Access to toilets, washbasins and drinking fountains	X			
Available to all inmates in Type II and III facilities (excluding special use cells) and to workers in Type I facilities	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Shower (3.4) Available on a ratio of 1:16	X			Ratio changed to 1:20 in 1998-99 regulations.
Lighting (3.6) Sufficient to permit easy reading. Night lighting is sufficient to allow good supervision. 8-86: Specifies at least 20 foot-candles at desk level and in grooming areas, with night lighting not to exceed 5 foot-candles	X			
Beds-Bunks (3.5) 30 inches wide and 76 inches long	X			
Comfortable Living Environment [102(c)6] A comfortable living environment is maintained through an adequate heating and cooling system.	X			
Exercise Area -Type II, III and WA IV (2.10) At least one exercise area must contain a minimum of 900 square feet	X			
8-86: Outdoor exercise area provided	X			Provided but not addressed by 1980 regulations
8-86: Clear height of 15 feet with required surface area meeting a formula of: 80% of maximum rated inmate population and number of one-hour exercise periods per day = required surface area	X			Provided but not addressed by 1980 regulations
Program Space - Type II and III (2.11) Sufficient area and furnishings to meet the needs of the facility programs	X			
Dining Facilities (2.17) 15 square feet per inmate being fed	X			
Toilets, washbasins and showers are not in the same room or not in view of inmate dining	X			
Visiting (2.18) Sufficient visiting area	X			
Contact visits whenever possible for minimum security inmates			X	
Attorney Interviews (2.26) Provide for confidential attorney consultation	X			
Safety Equipment Storage (2.19) Adequate space is provided for storage of equipment such as fire extinguishers, SCBA, emergency lights, etc.	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Janitor Closet (2.20) Located in security areas lockable, containing a mop sink and storage space	X			
Storage Rooms (2.21) Sufficient space to accommodate inmate property, bedding and supplies	X			
Audio or Video Monitoring System -NA Type IV (2.22) Audio monitoring system capable of alerting staff in a central control			X	
Video monitoring in corridors, main entries and/or exits and programs or activity areas			X	
Fire Detection and Alarm System [102(c)6] Automatic fire alarm system capable of alerting staff in a central control point	X			
Emergency Power (2.24) Available to provide minimal lighting, maintain communications, alarm, fire, life and security systems	X			
Provide Space for: Barber/beauty shop(2.15) 8-86: Limit requirement to Type II and III facilities (Deleted 2/99)			X	
Canteen (2.16) 8-86: Added for II, III & IV facilities			X	
Confidential Interview Rooms (2.25) 8-86: Added for Type II facilities			X	This was not required by 1973 or 1980 regulations.

CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION

CSA Code: 1410

FACILITY: Los Angeles Sheriff's Dept. Peter Pitches South Facility	TYPE: II	BRC: 846
FIELD REPRESENTATIVE: Magi Work		DATE: July 19, 2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
<p>Effective 11/3/01, South Facility operations were curtailed due to budget constraints and only three – six dorms have been operational since that time. It has been under North Facility management and the Department refers to it as the "North Annex. We continue to consider the closure of the remaining dorms as a "temporary measure" and have not reduced the facility Board Rated Capacity (BRC) due to the reduced operation. At the 2005 inspection, we dropped the BRC by 64 beds to reflect that Dorms 41 and 42 had been converted to dining.</p> <p>South Facility has 21 barracks in 7 compounds. Dorm 30 stands alone as a disciplinary dorm (currently and extra dorm, 7/2011). Compound A consists of dorms 31-32-33; B: 34-35-36; E: 37-38-39; G: 41 and 42, which have been converted to dining and 40, which was converted to a "processing" dorm; H: 43-44-45; K: 46-47-48; M: 49-50-51.</p> <p>DORMS 30-39</p> <p>Dorms 30-39 are rated under the 1973 regulations, which allowed dormitories to have 40 square feet of sleeping space per inmate + 25 square feet dayroom (65 square feet). The dimensions below equal 3,920 square feet; however, BOC file notes also reflect 4,062 square feet per unit. The Board Rated Capacity has historically been based on 4,062/65 square feet = 62 inmates. This rating overlooked insufficient washbasins, which were required at a ratio of 1:8; however, later, less restrictive 2001 regulations changed this ratio to 1:10, essentially bringing the plumbing fixtures into compliance. Plumbing in these dorms includes 6' urinal trough and regulations allow every 2' to be counted toward the toilet ratio, not to exceed one-third the total number required.</p>												
30	Dorm	1973	1	60	60	(60)	156.8 X 25.0 X 10	5	1	6	1	8
Dorm 30 is the disciplinary dorm and the beds are not included in the BRC. Used as an extra dorm, currently not occupied 7/2011.												
31	Dorm	1973	1	84	62	62	156.8 X 25.0 X 10	5	1	6	1	8
32 – 39	Dorm	1973	8	84	62	496	156.8 X 25.0 X 10	5	1	9	1	8
40	Processing	1973	1			0	156.8 X 25.0 X 10	5	1	9	1	8
<p>Dorms 34-39 are not occupied 7/2011. Dorms 49, 50 and 51 are not occupied, MW 7/2011.</p> <p>Notes: 1980 regulations do not allow dormitories; "dorms" 41-51 utilize "pony walls" to create 16-inmate units under what was then called the "multiple occupancy room" regulation. They operate as dorms and are labeled as such here. "Dorms" 41-51 were considered to be separate spaces, divided by the toilet/shower areas, to create 16-inmate units under the "multiple occupancy room" regulation and a total rated capacity of 32 inmates.</p>												
41-42	Library	1980	2			0	102.0 X 31.0 X 12	3	1	7	1	4
43 – 51	Dorm	1980	9	90	32	288	102.0 X 31.0 X 12	3	1	7	1	4

Barrack 45 has a max capacity of 60 bunks, this is the "IMPACT" dorm a program addressing drug abuse, capacity is an order by the courts, MW 7/2011.

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

**Peter Pitchess North Facility
CSA # 1415**

SUMMARY FACESHEET

**TITLE 24
PHYSICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code: 1415	Inspection Cycle: 10/12	
County: Los Angeles	Inspection Date: 7/19/2011	
City: Countywide	Field Representative: Work, Magi	

A. Description

Department:	Los Angeles Sheriff's Department-Custody Operations	Department #: 1084
Administrator:	Lee Baca, Sheriff	Phone #: (323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #: (323) 267-6000
		Email: ldbaca@lasd.org
Admin Desig.:	Sam Jones, Chief of Detention	Phone #: (213) 893-5001
Address:	Custody Operations Division Los Angeles, CA 90012	FAX #: (213) 473-6058
		Email: s1jones@lasd.org
Facility:	LA Pitchess North Facility	Type: II
Facility Address:	29320 The Old Road	Phone #'s: (661) 257-8840
City, State Zip:	Castaic, CA 91384	
Mailing Address:		Fax #'s: (661) 257-2367

Manager: Ray Leyva	Phone # (661) 295-8092	
Title: Captain	Email: rleyva@lasd.org	

B. Physical Plant

Year Facility Completed:	1985	Applicable Standards:	1980
Year Last Remodeled:			
Date of Anticipated Opening:			

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>	<u>Non-Rated Special Use Beds</u>	<u>Avg. Daily Population</u>
Total RC: 768	Medical/Mental Health: 0	# Males:
Total # of Beds: 1536	Disciplinary: 64	# Females:
	Other Beds: 0	
Total Capacity: 832	Total NRC: 64	Total ADP: 0

E. Local Inspections And Dates

Inspection Type	Date	Inspection Type	Date
Fire and Life Safety	7/31/2007	Health-Environmental	8/28/2007
Health-Medical/MMH	7/3/2007	Health-Nutrition	8/15/2006

CSA Code: 1415
County: Los Angeles
Facility: LA Pitchess North Facility

Inspection Cycle: 10/12
Inspection Date: 7/19/2011

F. Staffing

Positions Vacancies

Management/Supervisor
Line Custody / Custody Staff
Support Staff

G. Standards Compliance

Reg. #	Code	Article	Article Title	Description
1202	15	10	MMH Services	Health Service Audits
1205	15	10	MMH Services	MMH Records
1206	15	10	MMH Services	Health Care Procedures Manual
1210	15	10	MMH Services	Individual Treatment Plans
1280	15	14	Facility Sanitation & Safety	Sanitation, Safety and Maintenance
9999	15	2	Application of Standards & Inspections	No Fire Clearance

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY- BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: 3/80; 8/86; 5/88; 1/91
Title 24, California Code of Regulations (CCR)**

CSA Code: 1415

FACILITY NAME: Los Angeles Sheriff's Department Peter Pitches North Facility				FACILITY TYPE: II	
APPLICABLE REGULATIONS (Check All That Apply):	3/80: X	8/86:	5/88:	1/91:	OTHER:
FIELD REPRESENTATIVE: Magi Work				DATE: July 19, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Temporary Holding Cells (2.2) Contain 10 square feet of floor per inmate Limited to no more than 16 inmates No smaller than 40 square feet Contain sufficient seating to accommodate all inmates Toilet accessible Water fountain accessible Wash basin accessible Provides clear visual supervision Telephone accessible			X	Not a booking facility; inmates processed through IRC.
Weapons Locker (3.12) External to the security area and equipped with individual compartments, locks and keys	X			
Temporary Staging Cell or Room (2.3) 1-91: Added provision for temporary staging cells-rooms			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Detoxification Cells (2.4)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Shower-Delousing Room (3.4) Available in reception/booking	X			
Secure Vault or Storage Space (2.1) Available for inmate valuables			X	Stored at IRC.
Telephone (2.1) Available for inmate use per Penal Code § 851.5			X	Not a booking facility; phones throughout the housing areas.
Safety Cells (2.5)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Single Occupancy Cells (2.6)				No cells of this type in this facility; detail of this regulation deleted from this checklist.
Multiple Occupancy Cells (8227)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Multiple Occupancy Rooms (8229) 8-86: Deleted provision for multiple occupancy rooms Limited to housing persons in Type III and IV facilities and workers in Type I and II facilities	X			1980 regulations do not allow dormitories; the "dorms" in this facility utilize "pony walls" to create 16-inmate units under the "multiple occupancy room" regulation.
Contain 50 square feet of floor area per person and a minimum of 8 feet ceiling height	X			Number of bunks in each area is over rated capacity.
Limited to no more than 16 persons	X			
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains	X			Ratio changed to 1:10 in 2001 regulations
Provide storage space for each occupant's personal items	X			
Double Occupancy Cells (2.7) 5-88: Added provision for double occupancy cells Maximum capacity of two inmates	X			Discipline Cells are doubled bunked.
Contain a minimum of 60 square feet of floor space in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet and one floor dimension at least 6 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain 2 bunks, 1 desk and seat (Desk and seat not required in Type I facilities)	X			
Dormitories (2.8) 8-86: Provision for dormitories added Contain 50 square feet of floor area per inmate and a minimum of 8 feet ceiling height			X	No cells of this type in this facility; see earlier discussion under Multiple Occupancy Rooms. As a practical matter, the multiple occupancy cells operate as dorms.
Be designed for no fewer than 8 and no more than 64 inmates			X	
Facilities having a total rated capacity of 80 inmates or less, may design dormitories for no fewer than 4 inmates			X	
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains			X	
Provide storage space for each inmates' personal items			X	
Dayrooms (2.9) 8-86: Added requirement for 3 foot wide corridors in front of cells-rooms	X			
35 square feet of floor area per inmate	X			Number of bunks exceed rated capacity
Contain tables and seating to accommodate the maximum number of inmates served	X			
Access to toilets, washbasins and drinking fountains	X			
Available to all inmates in Type II and III facilities (excluding special use cells) and to workers in Type I facilities	X			
Shower (3.4) Available on a ratio of 1:16	X			Ratio changed to 1:20 in 1998-99 regulations.

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Lighting (3.6) Sufficient to permit easy reading. Night lighting is sufficient to allow good supervision. 8-86: Specifies at least 20 foot-candles at desk level and in grooming areas, with night lighting not to exceed 5 foot-candles	X			
Beds-Bunks (3.5) 30 inches wide and 76 inches long	X			
Comfortable Living Environment [102(c)6] A comfortable living environment is maintained through an adequate heating and cooling system.	X			
Exercise Area -Type II, III and WA IV (2.10) At least one exercise area must contain a minimum of 900 square feet	X			
8-86: Outdoor exercise area provided	X			Provided but not addressed by 1980 regulations
8-86: Clear height of 15 feet with required surface area meeting a formula of: 80% of maximum rated inmate population and number of one-hour exercise periods per day = required surface area	X			Provided but not addressed by 1980 regulations
Program Space - Type II and III (2.11) Sufficient area and furnishings to meet the needs of the facility programs	X			
Dining Facilities (2.17) 15 square feet per inmate being fed	X			
Toilets, washbasins and showers are not in the same room or not in view of inmate dining	X			
Visiting (2.18) Sufficient visiting area	X			
Contact visits whenever possible for minimum security inmates			X	
Attorney Interviews (2.26) Provide for confidential attorney consultation	X			
Safety Equipment Storage (2.19) Adequate space is provided for storage of equipment such as fire extinguishers, SCBA, emergency lights, etc.	X			
Janitor Closet (2.20) Located in security areas lockable, containing a mop sink and storage space	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Storage Rooms (2.21) Sufficient space to accommodate inmate property, bedding and supplies	X			
Audio or Video Monitoring System -NA Type IV (2.22) Audio monitoring system capable of alerting staff in a central control			X	
Video monitoring in corridors, main entries and/or exits and programs or activity areas			X	
Fire Detection and Alarm System [102(c)6] Automatic fire alarm system capable of alerting staff in a central control point	X			
Emergency Power (2.24) Available to provide minimal lighting, maintain communications, alarm, fire, life and security systems	X			
Provide Space for: Barber/beauty shop(2.15) 8-86: Limit requirement to Type II and III facilities (Deleted 2/99)			X	
Canteen (2.16) 8-86: Added for II, III & IV facilities			X	
Confidential Interview Rooms (2.25) 8-86: Added for Type II facilities			X	

**CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION**

CSA Code: 1415

FACILITY: Los Angeles Sheriff's Department Peter Pitches North Facility	TYPE: II	RC: 768
FIELD REPRESENTATIVE: Magi Work		DATE: July 19, 2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
<p>1980 regulations do not allow dormitories; the "dorms" in this facility utilize "pony walls" to create 16-inmate units under the "multiple occupancy room" regulation. These are operationally treated as dorms and identified as such here. There are three 16-bed sections per dorm and four dorms per module. There is one dayroom in each Module, with seating for 96. The double cells in each module are classified as "disciplinary cells" and excluded from the BRC. The dimensions noted below appear to be for each 16-bed section and do not appear to include dayroom space. Facility staff reports 1560 housing beds, plus 64 non-rated disciplinary beds.</p> <p>This facility housed 5 civil commit prisoners during our inspection 7/2011. The department will notify CSA when the facility is re-opened for general population inmates</p>												
MODULE 1												
Module 1	Dorm A	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Module 1	Dorm B	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Module 1	Dorm C	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Module 1	Dorm D	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Discipline	Double	1988	8	2	2	(16)	7.0 X 12.0	1		1	1	1
	Dayroom	1980	4				51.9 X 38.8					
MODULE 2												
Module 2	Dorm A	1980	1	100	48	48	17.0 X 47.5	6		6	1	4
Module 2	Dorm B	1980	1	100	48	48	17.0 X 47.5	6		6	1	4
Module 2	Dorm C	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Module 2	Dorm D	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Discipline	Double	1988	8	2	2	(16)	7.0 X 12.0	1		1	1	1
	Dayroom	1980	4				51.9 X 38.8					
MODULE 3 This module was not inspected during the 2008-2010 cycle due to refurbishing, June 2009, MW.												
Module 3	Dorm	1980	1	100	48	48	17.0 X 47.5	6		6	1	4
Module 3	Dorm	1980	1	100	48	48	17.0 X 47.5	6		6	1	4
Module 3	Dorm	1980	1	100	48	48	17.0 X 47.5	6		6	1	4
Module 3	Dorm	1980	1	100	48	48	17.0 X 47.5	6		6	1	4
Discipline	Double	1988	8	2	2	(16)	7.0 X 12.0	1		1	1	1

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
	Dayroom	1980	4				51.9 X 38.8					
MODULE 4												
Module 4	Dorm	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Module 4	Dorm	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Module 4	Dorm	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Module 4	Dorm	1980	1	96	48	48	17.0 X 47.5	6		6	1	4
Discipline	Double	1988	8	2	2	(16)	7.0 X 12.0	1		1	1	1
	Dayroom	1980	4				51.9 X 38.8					

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

**Century Regional Detention Facility
CSA # 1445**

SUMMARY FACESHEET

**TITLE 24
PHYSICAL PLANT EVALUATION
&
LIVING AREA SPACE EVALUATION**

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code: 1445	Inspection Cycle: 10/12	
County: Los Angeles	Inspection Date: 8/10/2011	
City: Countywide	Field Representative: Work, Magi	

A. Description

Department:	Los Angeles Sheriff's Department-Corr. Services	Department #: 1085
Administrator:	Baca Leroy, Sheriff	Phone #: (323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #: (323) 267-6000
		Email: ldbacca@lasd.org
Facility:	LA Century Reg. Det. Facility	Type: II
Facility Address:	11705 South Alameda Street	Phone #'s: (323) 357-5100
City, State Zip:	Lynwood, CA 90262	(323) 357-5668
Mailing Address:		Fax #'s: (323) 357-5668
Manager:	Stacy Lee	Phone # (323) 568-4601
Title:	Captain	Email:

B. Physical Plant

Year Facility Completed:	1995	Applicable Standards:	1986
			1988
Year Last Remodeled:			
Date of Anticipated Opening:			

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>	<u>Non-Rated Special Use Beds</u>	<u>Avg. Daily Population</u>
Total RC: 1588	Medical/Mental Health: 0	# Males:
Total # of Beds: 2320	Disciplinary: 60	# Females: 1643
	Other Beds: 0	
Total Capacity: 1648	Total NRC: 60	Total ADP: 1643

E. Local Inspections And Dates

<u>Inspection Type</u>	<u>Date</u>	<u>Inspection Type</u>	<u>Date</u>
Fire and Life Safety	7/27/2011	Health-Environmental	8/2/2011
Health-Medical/MMH	5/13/2011	Health-Nutrition	8/2/2011

CSA Code: 1445
County: Los Angeles
Facility: LA Century Reg. Det. Facility

Inspection Cycle: 10/12
Inspection Date: 8/10/2011

F. Staffing		
	Positions	Vacancies
Management/Supervisor	46	4
Line Custody / Custody Staff	348	35
Support Staff	232	4

G. Standards Compliance				
Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1065	15	6	Inmate Programs & Services	Exercise & Recreation
1073	15	6	Inmate Programs & Services	Grievance Procedures
1280	15	14	Facility Sanitation & Safety	Sanitation, Safety and Maintenance
2.8	24	Part 2	Physical Plant 470A	Dormitories
2.9	24	Part 2	Physical Plant 470A	Dayrooms
3.4	24	Part 2	Physical Plant 470A	Showers

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: 3/80; 8/86; 5/88; 1/91
Title 24, California Code of Regulations (CCR)**

CSA Code: 1445

FACILITY NAME: LASD Century Regional Detention Facility					FACILITY TYPE: II	
APPLICABLE REGULATIONS (Check All That Apply):	3/80:	8/86: X	5/88: X	1/91:	OTHER:	
FIELD REPRESENTATIVE: Magi Work					DATE: 8/10/2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Temporary Holding Cells (2.2)	X			
Contain 10 square feet of floor per inmate				
Limited to no more than 16 inmates	X			
No smaller than 40 square feet	X			
Contain sufficient seating to accommodate all inmates	X			
Toilet accessible	X			
Water fountain accessible	X			
Wash basin accessible	X			
Provides clear visual supervision	X			
Telephone accessible	X			
Weapons Locker (3.12)	X			
External to the security area and equipped with individual compartments, locks and keys				
Temporary Staging Cell or Room (2.3)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Detoxification Cells (2.4)			X	In the Type I Booking area.
Contain 20 square feet of floor per inmate				
Limited to no more than 8 inmates			X	
No smaller than 60 square feet			X	
Contain toilet			X	
Contain washbasin			X	
Contain drinking fountain			X	
Partitions or handrails located next to toilet fixture to provide support			X	
Provide easy, unobstructed visual observation			X	
Padding on the floor			X	
Shower-Delousing Room (3.4)			X	In Type I Booking Center
Available in reception/booking				
Secure Vault or Storage Space (2.1)			X	In Type I Booking Center
Available for inmate valuables				

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Telephone (2.1) Available for inmate use per Penal Code § 851.5			X	In Type I Booking Center
Safety Cells (2.5)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Single Occupancy Cells (2.6) Maximum capacity of one inmate	X			
Contain a minimum of 60 square feet of floor area in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain a bunk, desk and seat (Desk and seat not required in Type I in later, less restrictive 1986 standards)	X			
Multiple Occupancy Cells (8227)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Multiple Occupancy Rooms (8229)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Double Occupancy Cells (2.7) 5-88: A dded provision for double occupancy cells Maximum capacity of two inmates	X			1988 regulations allow some cells to be rated as doubles. All "single" cells have two bunks; however, capacity of various housing units typically limited by number of showers-dayroom.
Contain a minimum of 60 square feet of floor space in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet and one floor dimension at least 6 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain 2 bunks, 1 desk and seat (Desk and seat not required in Type I facilities)	X			
Dormitories (2.8) 8-86: P rovision for dormitories added Contain 50 square feet of floor area per inmate and a minimum of 8 feet ceiling height		X		Dorms 1701 and 1702 exceed maximum capacity of 64 inmates allowed by regulation.
Be designed for no fewer than 8 and no more than 64 inmates		X		Exceed design capacity
Facilities having a total rated capacity of 80 inmates or less, may design dormitories for no fewer than 4 inmates		X		
Access to toilets separate from washbasins (ratio 1:8) and drinking fountains		X		
Provide storage space for each inmates' personal items		X		
Dayrooms (2.9) 8-86: A dded requirement for 3 foot wide corridors in front of cells-rooms		X		Exceed design capacity Triple Bunks in dayrooms
35 square feet of floor area per inmate		X		Crowded.
Contain tables and seating to accommodate the maximum number of inmates served				
Access to toilets, washbasins and drinking fountains		X		Crowded
Available to all inmates in Type II and III facilities (excluding special use cells) and to workers in Type I facilities				

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Shower (3.4) Available on a ratio of 1:16		X		Later less restrictive 1998 regulations allow 1:20 ratio. Crowded
Lighting (3.6) Sufficient to permit easy reading. Night lighting is sufficient to allow good supervision. 8-86: Specifies at least 20 foot-candles at desk level and in grooming areas, with night lighting not to exceed 5 foot-candles	X			
Beds-Bunks (3.5) 30 inches wide and 76 inches long	X			
Comfortable Living Environment [102(c)6] A comfortable living environment is maintained through an adequate heating and cooling system.	X			
Exercise Area -Type II, III and WA IV (2.10) At least one exercise area must contain a minimum of 900 square feet	X			
8-86: Outdoor exercise area provided	X			
8-86: Clear height of 15 feet with required surface area meeting a formula of: 80% of maximum rated inmate population and number of one-hour exercise periods per day = required surface area	X			
Program Space - Type II and III (2.11) Sufficient area and furnishings to meet the needs of the facility programs	X			
Dining Facilities (2.17) 15 square feet per inmate being fed			X	
Toilets, washbasins and showers are not in the same room or not in view of inmate dining			X	
Visiting (2.18) Sufficient visiting area	X			
Contact visits whenever possible for minimum security inmates	X			
Attorney Interviews (2.26) Provide for confidential attorney consultation	X			
Safety Equipment Storage (2.19) Adequate space is provided for storage of equipment such as fire extinguishers, SCBA, emergency lights, etc.	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Janitor Closet (2.20) Located in security areas lockable, containing a mop sink and storage space	X			
Storage Rooms (2.21) Sufficient space to accommodate inmate property, bedding and supplies	X			
Audio or Video Monitoring System -NA Type IV (2.22) Audio monitoring system capable of alerting staff in a central control	X			
Video monitoring in corridors, main entries and/or exits and programs or activity areas	X			
Fire Detection and Alarm System [102(c)6] Automatic fire alarm system capable of alerting staff in a central control point	X			
Emergency Power (2.24) Available to provide minimal lighting, maintain communications, alarm, fire, life and security systems	X			
Provide Space for: Barber/beauty shop(2.15) 8-86: Limit requirement to Type II and III facilities (Deleted 2/99))	X			
Canteen (2.16) 8-86: Added for II, III & IV facilities	X			
Confidential Interview Rooms (2.25) 8-86: Added for Type II facilities	X			

CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION

CSA Code: 1445

FACILITY: Los Angeles Sheriff's Department - Century Regional Detention Facility	TYPE: II	BRC: 1588
FIELD REPRESENTATIVE: Magi Work		DATE: 8/10/2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
<p>Effective June 2002, when the Biscailuz Recovery Center closed, CRDF operations were also curtailed due to budget constraints. Only the Movement Center and Housing Units 3100, 3200, 3300 and 3400 remained operational to house the former Biscailuz program inmates. We maintained the rated capacity of 1588 for the entire facility, acknowledging the Department's intent to fully reopen the facility.</p> <p>At the 1998-2000 inspection the Century Type I Booking Center was separated from the Century Regional Detention Facility (Type II). This was done because juveniles are brought into the Type I Booking area for photograph and printing, prior to being held in non-secure detention in the nearby Century Patrol Station Jail. Other than minors adjudicated for adult court under 707.1, WIC 207.1 prohibits minors from entering a Type II jail for any reason. If statute is modified in the future, consideration should be given to recombining the facilities to simplify the inspection process and paperwork. Separating the facilities has no known impact on operations. The Century Type I Booking Center is under the Custody Division command structure, while the Century Station Jail is within the Patrol Division.</p> <p>Prior to separating the Type I Booking Center from the Type II operation, the Board Rated Capacity (BRC) was 1,642. 80 beds were deducted for Modules 1201, 1202, 1203 and 1204 and associated with the Type I area. In addition, Unit 1604 was converted from non-rated discipline beds to housing and Dorms 1701 and 1702 were raised from 60 and 62 beds respectively, to 64 beds each. These changes added a total of 26 beds for a BRC of 1,588 beds in the Type II operation of CRDF and 80 beds in the CRDF Type I Booking Center, for a total of 1,668 in the "complex."</p> <p>The 1999 Division bed count was 2,078 beds in the facility complex, including 92 beds in the Type I Booking Center and 1,986 in the Type II facility. We maintained that bed count through the 2005 inspection.</p> <p>March 25, 2006 Century Regional Detention Facility fully opened as a female facility.</p>												
INMATE RECEPTION CENTER												
Note: Transport/intake and release area of the Century Regional Detention Center (Type II operation); Court Services had primary responsibility for Cells 9-13 when the Lynwood court was operational. 1982 Title 24 regulations up to current regulations only allow up to 16 inmates in each holding cells.												
Cell 1	Holding	1986	1		(16)	(16)	16.1' X 12.5' X 10'	1		1	1	
Note: 29.7' bench space.												
Cell 2	Holding	1986	1		(16)	(16)	16.1' X 12.5' X 10'	1		1	1	
Note: 33' bench space.												
Cell 3	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1	
Note: 29.7' bench space.												
Cell 4	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1	
Note: 29.7' bench space.												
Cell 5	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1	

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM						
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*					
				# Beds	BRC			T	U	W	F	S	
Note: 29.7' bench space.													
Cell 6	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1		
Note: 29.7' bench space.													
Cell 7	Holding	1986	1		(9)	(9)	8.9' X 10' X 10'	1		1	1		
Note: 17' bench space. Note for the 4/2007 inspection cell 8 was converted to a property room													
Property Room	Holding	1986	1		(9)	(9)	8.9' X 10' X 10'	1		1	1		
Note: 17' bench space.													
Cell 9	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1		
Note: 29.2' bench space. Noted for the 4/2007 inspection cell 10 and 11 was converted to an X-ray room													
X-ray	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1		
Note: 29.2' bench space.													
X-ray	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1		
Note: 29.2' bench space. Noted for the 4/2007 inspection Cell 12 was converted to a mental health office and cell 13 converted to a medical office.													
Mental Health	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1		
Note: 26' bench space.													
Medical	Holding	1986	1		(14)	(14)	14.5' X 10' X 10'	1		1	1		
4/2007- Court holding area is now in use as part of the Century Regional Detention Facility. There are two booking bays, which is space the CSA does not rate. Space needs to be measured and fixtures noted during next inspection cycle; MW 4/2007.													
Release-1	Holding	1986	1										
Release-2	Holding	1986	1										
HOUSING- SINGLE/DOUBLE 1301-4 is considered part of the Type I facility during this inspection cycle 8/11.													
Leaving the housing on the Type II LASE because units 1400 and 1300 are often changed back and forth between the Type I and Type II facilities, 8/11.													
Note: All cells have two bunks; capacity limited by 1:20 shower ratio; some cells rated as single (S/Double). Since 2002, only housing units 3100-3400 have been operational. There are triple bunks (10 total 30 beds) in units 3100 and 3200. Audio monitoring is a light system; 4/2007. Note 1401, 1402, 1403 are now considered part of the Type I facility, June 2009, MW.													
1301	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1	
1302	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1	
1303	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1	
1304	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1	

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
2101	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2102	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2103	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2104	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2201	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2202	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2203	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2204	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2301	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2302	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2303	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2304	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2401	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2402	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2403	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
2404	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
3100	S/Double	1988	48	1-2	1-2	80	12.6' X 6.2' X 8.1'	1		1	1	4
3200	S/Double	1988	48	1-2	1-2	80	12.5' X 6.2' X 8.1'	1		1	1	4
3300	S/Double	1988	48	1-2	1-2	80	12.5' X 6.2' X 8.1'	1		1	1	4
3400	S/Double	1988	48	1-2	1-2	80	12.5' X 6.2' X 8.1'	1		1	1	4

Housing units 3100-3400 have bunks in the dayrooms. A total of 128 added bunks in the dayroom for 3100-3400, 7/2011-MW.

MEDICAL SERVICES – This area was used for the "clinic;" facility has never been staffed to house inmates here

Many spaces of the Facility were converted for new use when the facility opened up as a female facility; MW 2007

1510	Eye Clinic	1986	1				19' X 17.3' X 10'	1		1	1	
1520	Holding area	1986	1				19' X 17.3' X 10'	1		1	1	
1530	Dorm	1986	1	4		(4)	19' X 17.3' X 10'	1		1	1	
1540	Dorm	1986	1	4		(4)	19' X 17.3' X 10'	1		1	1	
1560	S/Double	1986	1	1		(1)	8.8' X 13.3' X 10'	1		1	1	1
1570	S/Double	1986	1	1		(1)	8.8' X 13.3' X 10'	1		1	1	1
1580	Exam Room	1986	1				8.8' X 13.3' X 10'	1		1	1	1
1590	Exam Room	1986	1				16.6' X 12.8' X 10'	1		1	1	1

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
MEDICAL/MRSA/DISCIPLINE HOUSING – Medical and discipline beds are "non-rated" beds; capacity limited by 1:20 shower ratio Note: all cells have 2 bunks; capacity limited by shower ratio 1:20												
1601 Medical	S/Double	1988	12	1-2	(1-2)	(20)	13.2' X 6.2' X 10'	1		1	1	1
1602 Discipline	S/Double	1988	11	1-2	(1-2)	(20)	13.2' X 6.2' X 10'	1		1	1	1
1603 Discipline	S/Double	1988	11	1-2	(1-2)	(20)	13.2' X 6.2' X 10'	1		1	1	1
1604 Outside work crew	S/Double	1988	12	1-2	1-2	20	13.2' X 6.2' X 10'	1		1	1	1
DORMITORY HOUSING												
Note: Regulations limit dorm capacities to a maximum of 64 inmates; square footage provided does not appear to include the mezzanine area. Toilets and showers are not located in the housing unit; therefore the doors must remain open in order for the inmates to have access to the facilities; MW 4/2007												
1701	Dorm	1988	1	183	64	64	65.2' X 52.5' X 18'	5	2	8	9	6
Note: Less 133 square feet cutout. Bathroom combined												
1702	Dorm	1988	1	183	64	64	65.2' X 52.5' X 18'	5	3	8	9	8
HOUSING- SINGLE/DOUBLE												
Note: All cells have two bunks; capacity limited by 1:20 shower ratio; some cells rated as single (S/Double). The population count for this section the day of the inspection, 4/23/2007, was 124 in each POD, there are triple bunks (10 total 30 beds) in all the dayroom areas in the below housing units. There is 1 staff person assigned for every 124 inmates; MW 4/2007.												
There are 196 beds in the dayroom area of the housing units below, this impacts dayroom space requirements and shower requirements 7/2011 MW.												
2500	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4
2600	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4
2700	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4
2800	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4
3500	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4
3600	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4
3700	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4
3800	S/Double	1988	48	1-2	1-2	80	12.9' X 6.2' X 8.1'	1		1	1	4

The housing areas listed below 1201, 1202, 1203, 1204) have been placed on the 1445 LASE due to use. 1401, 1402, 1403 housing has been transferred to the 1530 facility LASE Type I facility due to use, June 2009 MW.

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity "+" indicates that capacity includes prorated air space from adjacent areas.

1201	S/Double	1988	12	1/2	20	20	12.5' X 6.2' X 8.1'	1		1	1	1
1202	S/Double	1988	11	1/2	20	20	12.5' X 6.2' X 8.1'	1		1	1	1
1203	S/Double	1988	11	1/2	20	20	12.5' X 6.2' X 8.1'	1		1	1	1
1204	S/Double	1988	12	1/2	20	20	12.6' X 6.2' X 8.1'	1		1	1	1

Note: All cells have two bunks; capacity limited by 1:20 shower ratio; some cells remain at single cell rating (S/Double)

BOOKING CENTER – 1400 Receiving Housing (Inmates held 96 hours or less or as inmate workers). 1201, 1202, 1203, 1204 has been transferred to the 1445 LASE due to use. 1401, 1402, 1403 is now being used at this facility, June 2009 MW.

Note: All cells have two bunks; capacity limited by 1:20 shower ratio; some cells remain at single cell rating (S/Double)

Currently there are 12 beds over rated capacity, 7/2011.

1401	S/Double	1988	23	1-2	1-2	40	12.6' X 6.3' X 8.1'	1		1	1	2
1402	S/Double	1988	11	1-2	1-2	20	12.6' X 6.3' X 8.1'	1		1	1	1
1403	S/Double	1988	12	1-2	1-2	20	12.6' X 6.3' X 8.1'	1		1	1	1

During this inspection cycle CSA #1400 was transferred back to the Type II facility CSA #1445. It is recommended that these units of the jail are left on both the Type I and Type II LASE because they are often switched between both facilities depending on use, 8/11.

Century Type I Booking Center CSA # 1530

SUMMARY FACESHEET

TITLE 24 PHYSICAL PLANT EVALUATION & LIVING AREA SPACE EVALUATION

**Corrections Standards Authority
Adult Detention Facility
Inspection Cycle Information**

CSA Code: 1530	Inspection Cycle: 10/12	
County: Los Angeles	Inspection Date: 8/10/2011	
City: Countywide	Field Representative: Work, Magi	

A. Description

Department:	Los Angeles Sheriff's Department-Corr. Services	Department #:	1085
Administrator:	Baca Leroy, Sheriff	Phone #:	(323) 526-5541
Address:	4700 Ramona Blvd. Monterey Park, CA 91754	FAX #:	(323) 267-6000
		Email:	ldbacca@lasd.org
Facility:	LA Century Type I Booking Ctr.	Type:	IJ
Facility Address:	11705 South Alameda Atreet	Phone #'s:	(213) 357-5100
City, State Zip:	Lynwood, CA 90260		(323) 357-5188
Mailing Address:		Fax #'s:	(323) 357-5668
Manager:	Stacy Lee	Phone #	(323) 568-4601
Title:	Captain	Email:	

B. Physical Plant

Year Facility Completed:	1995	Applicable Standards:	1986
Year Last Remodeled:			
Date of Anticipated Opening:			

C. Lawsuit Information

Court-ordered Population Cap (if applicable):

D. Population Information

<u>Rated Capacity</u>	<u>Non-Rated Special Use Beds</u>	<u>Avg. Daily Population</u>
Total RC: 80	Medical/Mental Health: 0	# Males:
Total # of Beds: 94	Disciplinary: 0	# Females:
	Other Beds: 0	
Total Capacity: 80	Total NRC: 0	Total ADP: 0

E. Local Inspections And Dates

Inspection Type	Date	Inspection Type	Date
Fire and Life Safety	7/27/2011	Health-Environmental	8/2/2011
Health-Medical/MMH	5/13/2011	Health-Nutrition	1/1/2005

CSA Code: 1530
County: Los Angeles
Facility: LA Century Type I Booking Ctr.

Inspection Cycle: 10/12
Inspection Date: 8/10/2011

F. Staffing		
	Positions	Vacancies
Management/Supervisor	6	0
Line Custody / Custody Staff	21	0
Support Staff	8	3

G. Standards Compliance				
Reg. #	Code	Article	Article Title	Description
1027	15	3	Training, Personnel & Management	Number of Personnel
1056	15	5	Classification & Segregation	Use of Sobering Cell
1065	15	6	Inmate Programs & Services	Exercise & Recreation
1073	15	6	Inmate Programs & Services	Grievance Procedures
1280	15	14	Facility Sanitation & Safety	Sanitation, Safety and Maintenance
2.9	24	Part 2	Physical Plant 470A	Dayrooms
3.4	24	Part 2	Physical Plant 470A	Showers

**PHYSICAL PLANT EVALUATION
CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT TYPE I, II, III AND IV FACILITIES**

**APPLICABLE REGULATIONS: 3/80; 8/86; 5/88; 1/91
Title 24, California Code of Regulations (CCR)**

CSA Code: 1530

FACILITY NAME: L. A. Century Type I Booking Center				FACILITY TYPE: IJ	
APPLICABLE REGULATIONS (Check All That Apply):	3/80:	8/86: X	5/88:	1/91:	OTHER:
FIELD REPRESENTATIVE: Magi Work				DATE: August 10, 2011	

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Temporary Holding Cells (2.2) Contain 10 square feet of floor per inmate	X			In compliance the day of the inspection. Note if the cells are occupied with a number of inmates that exceeds the RC for those cells the facility is no longer in compliance.
Limited to no more than 16 inmates	X			
No smaller than 40 square feet	X			
Contain sufficient seating to accommodate all inmates	X			
Toilet accessible	X			
Water fountain accessible	X			
Wash basin accessible	X			
Provides clear visual supervision	X			
Telephone accessible	X			
Weapons Locker (3.12) External to the security area and equipped with individual compartments, locks and keys	X			
Temporary Staging Cell or Room (2.3)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Detoxification Cells (2.4) Contain 20 square feet of floor per inmate	X			
Limited to no more than 8 inmates	X			
No smaller than 60 square feet	X			
Contain toilet	X			
Contain washbasin	X			
Contain drinking fountain	X			
Partitions or handrails located next to toilet fixture to provide support	X			
Provide easy, unobstructed visual observation	X			
Padding on the floor	X			
Shower-Delousing Room (3.4) Available in reception/booking	X			
Secure Vault or Storage Space (2.1) Available for inmate valuables	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Telephone (2.1) Available for inmate use per Penal Code § 851.5	X			
Safety Cells (2.5)			X	No cells of this type in this facility; detail of this regulation deleted from this checklist.
Single Occupancy Cells (2.6) Maximum capacity of one inmate	X			All original single cells have been converted to doubles (all now double banded). There is enough square footage to convert to a double cell, however there is a fixture issue, shower ratio 1:20
Contain a minimum of 60 square feet of floor area in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain a bunk, desk and seat (Desk and seat not required in Type I in later, less restrictive 1986 standards)	X			
Multiple Occupancy Cells (8227)			X	No cells of this type in the facility; detail of this regulation has been deleted from the checklist.
Multiple Occupancy Rooms (8229)			X	No cells of this type in the facility; detail of this regulation has been deleted from the checklist.
Double Occupancy Cells (2.7) 5-88: A dded provision for double occupancy cells Maximum capacity of two inmates	X			
Contain a minimum of 60 square feet of floor space in Type I facilities and 70 square feet in Type II and III facilities	X			
Have a minimum ceiling height of 8 feet and one floor dimension at least 6 feet	X			
Contain toilet, washbasin and drinking fountain	X			
Contain 2 bunks, 1 desk and seat (Desk and seat not required in Type I facilities)	X			
Dormitories (2.8)			X	No cells of this type in the facility; detail of this regulation has been deleted from the checklist.
Dayrooms (2.9) 8-86: A dded requirement for 3 foot wide corridors in front of cells-rooms 35 square feet of floor area per inmate	X			
Contain tables and seating to accommodate the maximum number of inmates served	X	X		
Access to toilets, washbasins and drinking fountains		X		
Available to all inmates in Type II and III facilities (excluding special use cells) and to workers in Type I facilities	X			
Shower (3.4) Available on a ratio of 1:16		X		All single cells double banded, where the cell has enough square footage for double occupancy, it exceeds the shower ratio.
Lighting (3.6) Sufficient to permit easy reading. Night lighting is sufficient to allow good supervision. 8-86: S pecifies at least 20 foot-candles at desk level and in grooming areas, with night lighting not to exceed 5 foot-candles	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Beds-Bunks (3.5) 30 inches wide and 76 inches long	X			
Comfortable Living Environment [102(c)6] A comfortable living environment is maintained through an adequate heating and cooling system.	X			
Exercise Area -Type II, III and WA IV (2.10) At least one exercise area must contain a minimum of 900 square feet	X			
8-86: O utdoor exercise area provided	X			
8-86: C lear height of 15 feet with required surface area meeting a formula of: 80% of maximum rated inmate population and number of one-hour exercise periods per day = required surface area	X			
Program Space - Type II and III (2.11) Sufficient area and furnishings to meet the needs of the facility programs			X	
Dining Facilities (2.17) 15 square feet per inmate being fed	X			
Toilets, washbasins and showers are not in the same room or not in view of inmate dining	X			
Visiting (2.18) Sufficient visiting area	X			
Contact visits whenever possible for minimum security inmates			X	
Attorney Interviews (2.26) Provide for confidential attorney consultation	X			
Safety Equipment Storage (2.19) Adequate space is provided for storage of equipment such as fire extinguishers, SCBA, emergency lights, etc.	X			
Janitor Closet (2.20) Located in security areas lockable, containing a mop sink and storage space	X			
Storage Rooms (2.21) Sufficient space to accommodate inmate property, bedding and supplies	X			
Audio or Video Monitoring System -NA Type IV (2.22) Audio monitoring system capable of alerting staff in a central control	X			

ARTICLE/SECTION	YES	NO	N/A	COMMENTS
Video monitoring in corridors, main entries and/or exits and programs or activity areas	X			
Fire Detection and Alarm System [102(c)6] Automatic fire alarm system capable of alerting staff in a central control point	X			
Emergency Power (2.24) Available to provide minimal lighting, maintain communications, alarm, fire, life and security systems	X			
Provide Space for: Barber/beauty shop(2.15) 8-86: Limit requirement to Type II and III facilities (Deleted 2/99))	X			
Canteen (2.16) 8-86: Added for II, III & IV facilities	X			
Confidential Interview Rooms (2.25) 8-86: Added for Type II facilities	X			

**CORRECTIONS STANDARDS AUTHORITY - BIENNIAL INSPECTION
ADULT DETENTION FACILITY
LIVING AREA SPACE EVALUATION**

CSA Code: 1530

FACILITY: L. A. Century Type I Booking Center	TYPE: IJ	BRC: 80
FIELD REPRESENTATIVE: Magi Work		DATE: August 10, 2011

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S

Effective March 25, 2006 The Century Regional Detention Facility started housing female inmates, therefore the facility is now operated as a female facility. The Type I booking center services all female intake and select substation intake for males who are then transported to male facilities.

Effective June 2002, when the Biscailuz Recovery Center closed, CRDF operations were also curtailed due to budget constraints. Only the Movement Center and Housing Units 3100, 3200, 3300 and 3400 remained operational to house the former Biscailuz program inmates. We maintained the rated capacity of 1588 for the entire facility, acknowledging the Department's intent to fully reopen the facility.

At the 1998-2000 inspection the Century Type I Booking Center was separated from the Century Regional Detention Facility (Type II). This was done because juveniles are brought into the Type I Booking area for photograph and printing, prior to being held in non-secure detention in the nearby Century Patrol Station Jail. Other than minors adjudicated for adult court under 707.1, WIC 207.1 prohibits minors from entering a Type II jail for any reason. If statute is modified in the future, consideration should be given to recombining the facilities to simplify the inspection process and paperwork. Separating the facilities has no known impact on operations. The Century Type I Booking Center is under the Custody Division command structure, while the Century Station Jail is within the Patrol Division.

Prior to separating the Type I Booking Center from the Type II operation, the Board Rated Capacity (BRC) was 1,642. 80 beds were deducted for Modules 1201, 1202, 1203 and 1204 and associated with the Type I area. In addition, Unit 1604 was converted from non-rated discipline beds to housing and Dorms 1701 and 1702 were raised from 60 and 62 beds respectively, to 64 beds each. These changes added a total of 26 beds for a BRC of 1,588 beds in the Type II operation of CRDF and 80 beds in the CRDF Type I Booking Center, for a total of 1,668 in the "complex."

The 1999 Division bed count was 2,078 beds in the facility complex, including 92 beds in the Type I Booking Center and 1,986 in the Type II facility. We maintained that bed count through the 2005 inspection.

BOOKING CENTER

Operates as a separate "Station-Type I" facility within the Century Regional Detention Facility. Inspected as part of BOC # 1445 prior to the 1998-2000 inspection.

Pre-Book 1	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					
Pre-Book 2	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					
Pre-Book 3	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					
Pre-Book 4	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					
Pre-Book 5	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					
Pre-Book 6	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					
Pre-Book 7	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					
Pre-Book 8	Holding	1986	1		(4)	(4)	8'4" X 6' X 10'					

Note: 6' bench space in each pre-booking holding cell; inmates are provided access to toilet fixtures as needed..

Booking	Holding	1986	1		(13)	(13)	13'6" X 10' X 10'	1		1	1	
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Note: Less 13 square feet; 27' bench space; male holding

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS							EACH ROOM					
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
Booking	Detox	1986	1		(6)	(6)	13'6" X 10' X 10'	1		1	1	
Note: Less 13 square feet; male detox												
Booking	Holding	1986	1		(13)	(13)	13'6" X 10' X 10'	1		1	1	
Note: Less 13 square feet; 27' bench space; female holding.												
Booking	Detox	1986	1		(6)	(6)	13'6" X 10' X 10'	1		1	1	
Note: Less 13 square feet; female detox .												
JUVENILE HOLDING AREA Note: No juveniles are held in this facility. If they are brought in for fingerprinting and photographing, they remain the responsibility of the arresting agency, under side-by-side constant supervision, and are immediately taken to the nearby Century Patrol Station Jail.												
Booking J1	Holding	1986	1	1	(1)	(1)	8' X 6.1' X 10'	1		1	1	
Booking J2	Holding	1986	1	1	(1)	(1)	8' X 6.1' X 10'	1		1	1	
Booking J3	Holding	1986	1	1	(1)	(1)	8' X 6.1' X 10'	1		1	1	
Booking J4	Holding	1986	1	1	(1)	(1)	12.3' X 6' X 10'	1		1	1	
Booking J5	Holding	1986	1	1	(1)	(1)	12.3' X 6' X 10'	1		1	1	
Booking J6	Holding	1986	1	1	(1)	(1)	12.3' X 6' X 10'	1		1	1	
Booking J7	Holding	1986	1	1	(1)	(1)	12.3' X 6' X 10'	1		1	1	
Booking J8	Holding	1986	1	1	(1)	(1)	12.3' X 6' X 10'	1		1	1	
Booking J9	Holding	1986	1	1	(1)	(1)	12.3' X 6' X 10'	1		1	1	
BOOKING CENTER – 1400 Receiving Housing (Inmates held 96 hours or less or as inmate workers). 1201, 1202, 1203, 1204 has been transferred to the 1445 LASE due to use. 1401, 1402, 1403 is now being used at this facility, June 2009 MW. 1401-1403 are now being used as part of the Type II #1445 facility. We are leaving these housing units on this LASE because the unit is often switched back and forth between the Type I and Type II facilities, 8/11.												
Note: All cells have two bunks; capacity limited by 1:20 shower ratio; some cells remain at single cell rating (S/Double)												
1401	S/Double	1988	23	1-2	1-2	40	12.6' X 6.3' X 8.1'	1		1	1	2
1402	S/Double	1988	11	1-2	1-2	20	12.6' X 6.3' X 8.1'	1		1	1	1
1403	S/Double	1988	12	1-2	1-2	20	12.6' X 6.3' X 8.1'	1		1	1	1

*T = Toilets; U = Urinals; W = Wash Basins; F = Fountains; S = Showers in unit; If "Total BRC" appears in brackets (), it is not part of the facility's rated capacity. "+" indicates that capacity includes prorated air space from adjacent areas.

ROOMS						EACH ROOM						
Location	Cell Type	Applicable Standards	# Cells	EACH CELL		Total BRC	DIMENSIONS (L x W x H)	FIXTURES*				
				# Beds	BRC			T	U	W	F	S
<p>HOUSING- SINGLE/DOUBLE 1301-4 is considered part of the Type I facility during this inspection cycle 8/11.</p> <p>Leaving the housing on the Type II LASE because units 1400 and 1300 are often changed back and forth between the Type I and Type II facilities, 8/11.</p> <p>Note: All cells have two bunks; capacity limited by 1:20 shower ratio; some cells rated as single (S/Double). Since 2002, only housing units 3100-3400 have been operational. There are triple bunks (10 total 30 beds) in units 3100 and 3200. Audio monitoring is a light system; 4/2007. Note 1401, 1402, 1403 are now considered part of the Type I facility, June 2009, MW.</p>												
1301	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
1302	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
1303	S/Double	1988	11	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1
1304	S/Double	1988	12	1-2	1-2	20	12.5' X 6.2' X 8.1'	1		1	1	1

All cells are double bunked, therefore the 1:20 shower ratio is a compliance issue.

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